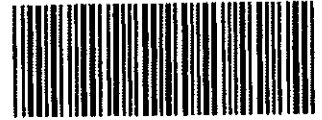


"ENFORCEMENT CONFIDENTIAL - DO NOT RELEASE"

April 26, 2000



180535

MEMORANDUM

Re: Title Search
Old Brazos Forge Site
Brenham, Washington County, Texas

To: Site File

From: June Hoey, 6SF-AC
Senior Environmental Employee

DECLASSIFIED

*Colvin Moran, per consultation
of Bret
Kendrick
12/10/13*

Document dated May 10, 1902, in which three heirs of F. F. Sprain who died June 21, 1901, conveyed to Wm. Sprain, another heir, that property described as "Said tract of land hereby conveyed is described as follows: Beginning at the N.W. Cor. of the survey and the same is the N.E. cor of Harvins survey a rock from which a post oak bears S15 W20 varas a hickory bears N261/2W233/4 varas Thence N75 E at 991 varas set a post in the edge of ravine for corner and Mrs. Lewis line Thence S15° E with Mrs. Lewis line at 812 varas to a Bois d'arc stump for corner in Bois darc hedge and C.R. Breedlove's corner Thence S75°W with said Breedlove's N.W. boundary 993 varas a post corner in the road and Harvins boundary Thence N15°W with said Harvins boundary 812 varas to the place of beginning containing an area of 1421/4 acres as surveyed by P.H.P Garrett Dec 29, 1875". (Reference I)

Document dated June 23, 1910, in which Wm. Sprain conveyed to Herman Weidner "all that certain tract or parcel of land lying being and situate in Washington Co. Texas, a part of the P.H. Coe league about 1 1/2 miles N by West from Brenham, Beginning at the N.W. Cor. of the Survey and the same is the N.E. of Harvins survey a rock from which a p.o. bears S15 W2 varas a hickory bears N26 1/2 W23 3/4 varas. Thence N75 E at 991 varas set a post in the edge of ravine for corner & Mrs. Lewis line, Thence S15° E with Mrs. Lewis line at 812 varas to a bodarc stump for corner in bodarc hedge and and C.R. Breedlove's corner. Thence S75°W with said Breedlove's N.W. bdry 993 varas a post corner in the road and Harvins bdry. Thence N15°W with said Harvins boundary 812 varas to the beginning containing an area of 142 1/2 acres of land and being one of the tracts conveyed to this grantor by the Heirs of F.A. Sprain, Decd, on the 10 day of May, 1902.....", (Reference II)

Document dated March 18, 1960, Oil, Gas and Mineral Lease, with Annie Weidner, widow, and the children of Herman Weidner, deceased, as Lessor and T. S. Mabry as Lessee, on land described as "being 142.50 acres, more or less, out of the Phillip Coe League Abstract No. 33, in Washington County, Texas, and being the same land described in a deed from William Sprain to Herman Weidner dated June 23, 1910.....". (Reference III)

Document dated June 9, 1962, a Deed, in which Annie Weidner, widow et al sold to "the State of Texas a 23.09 parcel of land out of a 142.5 acre tract of land in the P.H. Coe League in Washington County, Texas....." (Reference IV)

Document dated July 18, 1964, a General Warranty Deed where Edwin Weidner et al being "the children of and the sole and only heirs at law of Herman Weidner and Annie Weidner, both deceased" conveyed to Donald M. Wilder "all that tract or parcel of land situate in Washington County, Texas, out of the P.H. Coe League and being a portion of the tract conveyed to Herman Weidner by William Sprain by deed recorded in Vol. 571, page 377, Washington County Deed Records, more particularly described as follows:.....containing 31.483 acres of land". (Reference V)

Also included was "all of their right, title, interest and estate in and to all of the oil, gas, sulphur and other minerals in and under all that portion of that certain 23.09 acres, excepted in the Right of Way deed dated June 9, 1962 to the State of Texas.

Excepted in this Deed were the oil, gas and mineral lease executed by Annie Weidner et al to T.S. Mabry March 18, 1960, "but all rights under said lease are herein expressly conveyed insofar as it covers the property herein conveyed".

Document dated September 1, 1977, General Warranty Deed Donald M. Wilder, et ux, to Old Brazos Forge, Inc. in which "ALL THAT TRACT OR PARCEL OF LAND situate in Washington County, Texas, out of the P.H. Coe Survey A-31 and being a portion of the 31.483 acre tract described in a deed to Donald M. Wilder by Edwin Weidner, et al, dated July 18, 1964, and recorded in Volume 254, Page 69, Washington County Deed Records, more particularly described as follows:.....containing 20 acres of land". (Reference VI)

Document dated August 9, 1984, Industrial Solid Waste Disposal Site Deed Recordation, which the Texas Department of Water Resources filed in accordance with their rules pertaining to Industrial Solid Waste Management, stated that "Old Brazos Forge, Inc. (now merged into its parent company, Chesley Industries, Inc.) has permanently deposited industrial waste on the land described herein." Land described is a 1.964 acre tract of land out of the document dated September 1, 1977. This tract of land has no access to a public road, and under the laws of the State of Texas, any owner or successive owners of the property may "never disturb the integrity of the topsoil, protective enclosure, final cover, clay liner or groundwater monitoring wells.....without the express permission of the Executive Director of the Texas Department of Water

Resources or its statutory successor". It appears that the wastes deposited on the property are classified as Class I-H by the TDWR and are estimated to be 8,300 cubic yards. (Reference VII)

Document dated May 18, 1992, Promissory Note, where Chesley Industries, Inc. sold to Recycled Products Corporation the property "being the same tract described as 20.000 acres in deed dated 1 September 1977 from Donald M. Wilder, et ux to Old Brazos Forge, Inc. recorded in Volume 357 at Page 488 of the Deed Records of Washington County, Texas.....containing 20.002 acres of land". (Reference VIII)

Document dated June 3, 1992, Deed of Trust, made by Recycled Products Corporation, with Chesley Industries, Inc. as Payee, Hussmann Corporation as Trustee and Chesley Industries, Inc. as Beneficiary. This was for "purchase money for the property described", "Being the same tract described as 20.000 acres in deed dated 1 September 1977 from Donald M. Wilder, et ux to Old Brazos Forge, Inc. recorded in Volume 357 at Page 488 of the Deed Records of Washington county, Texas.....containing 20.002 acres of land". (Reference IX)

Document dated August 1, 1992, General Warranty Deed with Assumption, with Recycled Products Corporation as Grantor and Reconversion Technologies of Texas, Inc., the Grantee, "That one certain Promissory Note from Recycled Products Corporation to Chelsea Industries, Inc. dated the 18th day of May, 1992.....", "being the same tract described as 20.000 acres in deed dated 1 September 1977 from Donald M. Wilder, et ux to Old Brazos Forge, Inc.....", "being more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes; save and except therefrom that certain 1.964 acre tract being used as a Waste Disposal Site and being more particularly described in Exhibit "b" attached hereto and made a part hereof for all purposes". Exhibits "A" and "B" describe the 20.002 acre tract and the 1.964 acre tract, respectively, as described in the other documents. (Reference X)

Document dated January 3, 1994, Security Agreement between Reconversion Technologies of Texas, Inc., a Texas Corporation and Reconversion Technologies, Inc. a Delaware corporation. The security interest "being the same tract described as 20.000 acres in deed dated September 1, 1977, from Donald M. Wilder et ux to Old Brazos Forge, Inc.....being more fully described in Exhibit "A" attached.....save and except therefrom that certain 1.964 acre tract being used as a Waste Disposal Site and being more particularly described in Exhibit "B"....." Exhibits "A" and "B" describe the 20.002 acre tract and the 1.964 acre tract, respectively, as described in the other documents. (Reference XI)

The Appraisal District of Washington County, Texas, has the current owner listed as Reconversion Technologies of Texas, Inc., 1709 HWY 36N, Brenham, Washington County, Texas.

The site appears to be currently occupied by THERMASAVE Building Systems, LLC. According to earlier files their presence has been explained as their having a lease. There

were no filed documents found to support the lease but they are on the site. On January 30, 1998 the State of Texas filed a Texas State Tax Lien for \$3,297.97 against THERMASAVE and filed a Texas State Tax Lien Release on February 2, 1998. (Reference XII and XIII)

As an added note, there is currently a "Don Wilder Real Estate" office at 203 W. Alamo, Brenham, Texas. There is a listing in the current telephone book and the writer saw the offices on April 24, 2000 while in Brenham. (Reference XIV)

Reference I

Given under my hand and seal of office this 10 day of May 1902
(L.S.) C. H. Botts Notary Public in and for
Washington County Texas

The State of Texas
County of Washington Before me C. H. Botts as Notary Public in and
for Washington County Texas on this day
personally appeared Louis Tesch and Bettie Tesch wife of
said Louis Tesch known to me to be the persons whose names are
subscribed to the foregoing instrument and acknowledged to
me that they executed the same for the purposes and con-
sideration therein expressed And the said Bettie Tesch wife
of the said Louis Tesch having been examined by me privately
and apart from her husband and having the same fully
explained to her she the said Bettie Tesch acknowledged
such instrument to be her act and deed and declared that
she had willingly signed the same for the purposes and
consideration therein expressed and that she did not
wish to retract it

Given under my hand and seal of office this 10 day of May 1902
(L.S.) C. H. Botts N. P.
W. Co. Tex

Filed for Record 10 May 1902 at 4:30 o'clock P. M. J. O. A. Seward - C. C. C. M. C.
And Recorded 14 May 1902 at 10 o'clock A. M. By R. W. Hoffmann Deputy

SP 3 State of Texas
Sprain Washington Co Whereas F. F. Sprain died late of Wash-
F. F. Sprain ington County Texas departed this life on
to's Died about June 21, 1901, testate leaving a written will dated
Sprain July 7, 1894 with codociles thereto viz (No one dated April
Wm 24th 1899, No two dated Sept 26 1899, and No 3 dated Jan'y 8
1901, which said will and codociles have been duly ad-
mitted to probate by the Hon. County Court of Washington
County Texas which will and codociles are here referred to and
made part hereof. That the said F. F. Sprain died after
making certain bequests to his grand children great grand
children the Salem Lutheran Church &c fully set out in said
will and codociles devised and bequeathed all the rest residue
and remainder of his estate real and personal to his four
children viz Wm Sprain F. A Sprain Bertha (Bettie) Tesch
wife of Louis Tesch and Mrs Henrietta Winkelmann a female
sole and surviving wife of J. F. Winkelmann decd. And whereas
the aforesaid Wm Sprain, F. A Sprain Mrs Bertha (Bettie)

Terch and Henrietta Winkelmann sole devisees as aforesaid of F. F. Sprain decd. all being of legal age have this day had fair and to them just settlement between themselves made by which they have agreed upon a partition between themselves of the personal and real property belonging to them in common by virtue of said devise, to them by and in accordance with which agreement among other things the said W^m Sprain is to have hold possess and enjoy in severally by himself and to him and his heirs the following described property to wit:

All and singular the following described tract of land lying and being situated in Washington County Texas on the water of New Years Creek and being a part of the league of land originally granted to Philip Koo and Colonel described as follows

Beginning at a hickory tree where two post oak trees are marked H Thence North 15° West 880 yards to the S.E. line of a Survey for Thor D. Owings a stake in said line two post oaks marked H Thence North 40° East with said Owings line 1040 yards to two post oaks marked H Thence South 15° E 370 yards to little Sandy Creek Thence down said Creek with the meanders thereof to the mouth of a small creek below a small prairie Thence up said small creek or branch to where the North line of a survey for Bartleman crosses said creek or branch a post oak marked Thence South 75° West 700 yards to the place of beginning containing within said boundaries 177 acres of land more or less. to be deducted however from said 177 acres is a tract containing 62 acres more or less heretofore conveyed by F. F. Sprain to Geo. W. Petty or C. A. Hoffman & a small tract lost in establishing the N. W. boundary line the amount of land hereby conveyed being 100 acres more or less.

2nd. & Also all that certain tract or parcel of land lying being and situated in Washington County Texas being a part of the P. H. Bee league but erroneously called part of the A. Harrington league in the deed from W. A. Cleveland & wife to F. F. Sprain and same tract of land conveyed by W. A. Cleveland et al to F. F. Sprain June 3 1890 duly recorded in Records of Deeds Washington Co Tex in Deed Book 209 pp. 480-2 to which reference is here had. Said tract of land hereby conveyed is described as follows:

Beginning at the N. W. cor of the survey and the same is the N. E. cor of Harvins survey a rock from which a post oak bears S 15° W 20 yards a hickory bears N 26 1/2° W 23 3/4 yards Thence N 75° E at 99 yards set a post in edge of ravine for corner and Mrs Lewis line Thence S 15° E with Mrs Lewis line at 812 yards to a Bois d'arc stump for corner in Bois d'arc hedge and C. A.

(Breedlover's corner Thence S 75° W with said Breedlover's N. W. boundary 993 varas a post corner in the road and Harvins boundary Thence N 15° W with said Harvins boundary 812 varas to the place of beginning containing an area of 142 1/4 acres as surveyed by O. H. P. Garrett Dec 29 1875.

Now therefore know all men by these presents that we F. A. Sprain Mrs (Bertha) (Bettie) Tesch joined herein by my husband Louis Tesch and Mrs Henrietta Winkelman all of Washington County Texas as aforesaid sole devisees of F. A. Sprain decd (with the grantee herein) have for and in consideration of the premises and the sum of One Dollar to us in hand paid granted bargained sold and conveyed and by these presents do grant bargain sell and convey unto the said F. A. Sprain all of our right title interest estate claim and demand in and to the foregoing described tracts of land.

To have and to hold the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto the said F. A. Sprain of said State and County his heirs and assigns forever And we do hereby bind ourselves heirs executors and administrators to warrant and forever defend all and singular the said premises unto the said F. A. Sprain his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands this 10th day of May 1902.

F. A. Sprain
Louis Tesch
(Bettie Tesch
Henrietta Winkelman.

The State of Texas
County of Washington. Before me L. B. Botts a Notary Public in and for Washington County Texas on this day personally appeared F. A. Sprain & Henrietta Winkelman a feme sole known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 10 day of May 1902
(L. B. Botts) L. B. Botts Notary Public in and for
Washington County Texas

The State of Texas
County of Washington. Before me L. B. Botts a Notary Public in and for Washington County Texas on this

day personally appeared Louis Tesch and Bettie Tesch wife of Louis Tesch known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Bettie Tesch wife of the said Louis Tesch having been examined by me privately and apart from her husband and having the same fully explained to her she the said Bettie Tesch acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this 10 day of May A.D. 1902
 W. C. Cotts W. C.

W. C. Cotts

Filed for Record 10 May 1902 at 4³⁰ o'clock P.M. J. O. A. Llewellyn Clerk W. C.
 And Recorded 14 May 1902 at 5 o'clock P.M. E. C. Hoffmann Deputy

No 4
 Sprain
 F. F. Sprain
 to Deed
 Tesch
 B & C

Filed
 May 12, 1902

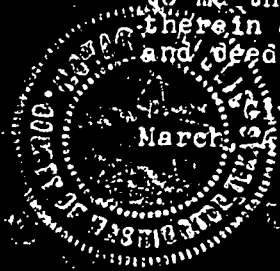
State of Texas
 Washington Co. Whereas F. F. Sprain decd late of Washington County Texas departed this life on or about June 21, 1901 testate leaving a written will dated July 7, 1894 with codociles thereto viz: No one dated Apr 24th 1899 No two dated Sept 26, 1899 and No 3 dated Jan 8, 1901 which said will and codociles have been duly admitted to probate by the Hon County Court of Washington County Texas which will and codociles are here referred to and made part hereof. That the said F. F. Sprain decd after making certain bequests to his grand children great grand children the Salem Lutheran Church &c fully set out in said will and codociles devised and bequeathed all the rest residue and remainder of his estate real and personal to his four children viz: Mrs Sprain F. A. Sprain (Bertha (Bettie) Tesch wife of Louis Tesch and Mrs Henrietta Winkelmann "a femme sole" and surviving wife of A. F. Winkelmann decd And whereas the aforesaid Mrs Sprain F. A. Sprain Mrs (Bertha (Bettie) Tesch & Henrietta Winkelmann sole devisees as aforesaid of F. F. Sprain decd all being of legal age have this day had a fair and to them just settlement between themselves made by which they have agreed upon a partition between themselves of the personal and real property belonging to them in common by virtue of said devise to them by and in

Reference II

Reference III

County State Bank, Brenham, Texas, a corporation, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this the 21st day of March, A.D. 1960.



L. W. Hoede, Jr.
L. W. Hoede, Jr.
Notary Public in and for
Washington County, Texas.

Filed for Record on the 27 day of Apr. A.D. 1960, at 9 o'clock A.M.

Duly Recorded this the 28 day of Apr. A.D. 1960, at 2:15 o'clock P.M.

Instrument No. 910

CHAS. E. WIEDE, County Clerk
Washington County, Texas

By

Minnie Schreiner
Deputy

911

PRODUCERS 88 REVISED—TEXAS (REVISED 9-58) PRINTED IN U. S. A.

CARGILL'S—HOUSTON

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into the 18th day of March, 1960, by and between

Annie Weidner, a widow; Edwin Weidner, a singleman; Ernst Weidner and wife, Ella Weidner; Max Weidner and wife, Meta Weidner; Otto Weidner and wife, Lillie Weidner; John Landua and wife, Lillie Landua; Robert Fieseler and wife, Ida Fieseler and James Fisk and wife, Helen Fisk, being the surviving widow, and all and the only children of Herman Weidner, deceased.

whose post office address is Rt 4, Brenham, Texas, hereinafter called lessor
(whether one or more), and T. S. Mabry, hereinafter called lessee:

WITNESSETH: 1. Lessor, in consideration of ten and no/100 Dollars, receipt of which is hereby acknowledged, and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those mentioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or subsurface disposal of salt water, construct roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land covered hereby, herein called "said land", is located in the County of Washington, State of Texas, and is described as follows:

Being 142.50 acres, more or less, out of the Phill Coe League Abstract No. 33, in Washington County, Texas, and being the same land described in a deed from William Sprain to Herman Weidner dated June 23, 1910, and recorded in Volume 57, page 377 of the Washington County Deed Records to which deed and the records thereof reference is had and made for a more complete description of said land.

and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus, delay rental or other payment hereunder, said land shall be deemed to contain 142.50 acres, whether actually containing more or less, and the above recital of acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus and agrees to accept the delay rental as lump sum consideration for this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of five (5) years from the date hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more than ninety (90) consecutive days.

3. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting, deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, production of oil, gas, sulphur or other mineral, whether or not in paying quantities.

4. As royalty, lessee covenants and agrees:

(a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil.

(b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the month of the well, or (2) when used by lessee off said land or in the manufacture of gasoline and other products, the market value, at the month of the well, of one-eighth of such gas and casinghead gas.

(c) To pay lessor one dollar (\$1.00) per long ton (2240 pounds) on all sulphur mined and marketed or utilized by lessee from said land.

(d) To pay lessor on all other minerals mined and marketed or utilized by lessee from said land, one-tenth either in kind or value at the well or mine at lessee's election.

(e) If, at the expiration of the primary term or at any time or times thereafter, there is any well on said land or on lands with which said land or any portion thereof has been pooled, capable of producing oil or gas, and all such wells are shut in, this lease shall, nevertheless, continue in force as though operations were being conducted on said land for so long as said wells are shut in, and thereafter this lease may be continued in force as if no shut in had occurred. Lessee covenants and agrees to use reasonable diligence to produce, utilize, or market the minerals capable of being produced from said wells, but in the exercise of such diligence, lessee shall not be obligated to install or furnish facilities other than well facilities and ordinary lease facilities of flow lines, separator, and lease tank, and shall not be required to settle labor trouble or to market gas upon terms unacceptable to lessee. If, at any time in this paragraph above to any portion of said land, lessee shall pay or tender, by check or draft of lessee, as royalty, a sum equal to the amount of annual delay rental provided for in this lease. Lessee shall make like payments or tenders at or before the end of each anniversary of the expiration of said ninety day period if upon such anniversary this lease is being continued in force solely by reason of the provisions of this paragraph. Each such payment or tender shall be made to the parties who at the time of payment would be entitled to receive the royalties which would be paid under this lease if the wells were producing, and may be deposited in any depository bank named below. Nothing herein shall impair lessee's right to release as provided in paragraph 12 hereof. In event of assignment of this lease in whole or in part, liability for payment hereunder shall rest exclusively on the then owner or owners of this lease, severally as to acreage owned by each.

5. If operations are not conducted on said land on or before the first anniversary date hereof, this lease shall terminate as to both parties, unless lessee on or before said date shall, subject to the further provisions hereof, pay or tender to lessor or to lessor's credit in the First National

Bank at Brenham, Texas, or its successors, or in the Farmers National Bank at Brenham, Texas,

or its successors, which shall continue as the depository, regardless of changes in ownership of delay rental, the sum of \$142.50, which shall operate as delay rental and cover the privilege of deferring operations for one year from said date. In like manner and upon like payments or tenders, operations may be further deferred for like periods of one year each during the primary term. If at any time that lessee pays or tenders delay rental, two or more parties are, or claim to be, entitled to receive same, lessee may, in lieu of any other method of payment herein provided, pay or tender such rental, in the manner above specified, either jointly to such parties or separately to each in accordance with their respective ownerships thereof, as lessee may elect. Any payment hereunder may be made by check or draft of lessee deposited in the mail or delivered to lessor or to a depository bank on or before the last date for payment. Said delay rental shall be apportionable as to said land on an acreage basis, and a failure to make proper payment or tender of delay rental as to any portion of said land or as to any interest therein shall not affect this lease as to any portion of said land or as to any interest therein as to which proper payment or tender is made. Any payment or tender which is made in an attempt to make proper payment, but which is erroneous in whole or in part as to parties, amounts, or depositories shall nevertheless be sufficient to prevent termination of this lease and to extend the time within which operations may be conducted in the same manner as though a proper payment had been made; provided, however, lessee shall correct such error within thirty (30) days after lessee has received written notice thereof from lessor.

6. If at any time or times during the primary term operations are conducted on said land and if all operations are discontinued, this lease shall thereafter terminate on its anniversary date next following the ninetieth day after such discontinuance unless on or before such anniversary date lessor either (1) conducts operations or (2) commences or resumes the payment or tender of delay rental; provided, however, if such anniversary date is at the end of the primary term, or if there is no further anniversary date of the primary term, this lease shall terminate at the end of such term or on the ninetieth day after discontinuance of all operations, whichever is the later date, unless on such later date either (1) lessee is conducting operations or (2) the provisions of paragraph 4(c) or 14 are applicable.

7. Lessee shall have the use, free from royalty, of water, other than from lessor's water well, and of oil and gas produced from said land in all operations hereunder. Lessee shall have the right at any time to remove all machinery and fixtures placed on said land, including the right to draw and remove casing. No well shall be drilled nearer than 20 feet to the house or barn now on said land without the consent of the lessor. Lessee shall pay for damages caused by its operations to growing crops and timber on said land.

8. The rights and estate of any party hereto may be assigned in whole or in part and as to any mineral. All of the covenants, obligations, and considerations of this lease shall extend to and be binding upon the parties hereto, their heirs, successors, assigns, and successive assigns. No change or division in the ownership of said land, royalties, delay rental, or other moneys, or any part thereof, howsoever effected, shall increase the obligations or diminish the rights of lessee, including, but not limited to, the location and drilling of wells and the measurement of production. Notwithstanding any other actual or constructive knowledge or notice thereof of or to lessee, its successors or assigns, no change or division in the ownership of said land or of the royalties, delay rental, or other moneys, or the right to receive the same, howsoever effected, shall be binding upon the then record owner of this lease until thirty (30) days after there has been furnished to such record owner at his or its principal place of business by lessor or lessor's heirs, successors, or assigns, notice of such change or division, supported by either originals or duly certified copies of the instruments which have been properly filed for record and which evidence such change or division, and of such court records and proceedings, transcripts, or other documents as shall be necessary in the opinion of such record owner to establish the validity of such change or division. If any such change in ownership occurs by reason of the death of the owner, lessee may, nevertheless pay or tender such royalties, delay rental, or other moneys, or part thereof, to the credit of the decedent in any depository bank named above. In the event of assignment of this lease as to any part (whether divided or undivided) of said land, the delay rental payable hereunder shall be apportionable as between the several leasehold owners, ratably according to the surface area or undivided interests of each, and default in delay rental payment by one shall not affect the right of other leasehold owners hereunder.

9. If this lease covers a less interest in the oil, gas, sulphur, or other minerals in all or any part of said land than the entire and undivided fee simple estate (whether lessor's interest is herein specified or not), or no interest therein, then the royalties, delay rental, and other moneys accruing from any part as to which this lease covers less than such full interest, shall be paid only in the proportion which the interest therein, if any, covered by this lease, bears to the whole and undivided fee simple estate therein. All royalty interest covered by this lease (whether or not owned by lessor) shall be paid out of the royalty herein provided.

10. If this lease is cancelled for any cause, it shall nevertheless remain in force and effect as to (1) sufficient acreage around each well as to which there are operations to constitute a drilling or maximum allowable unit under applicable governmental regulations, (but in no event less than forty acres), such acreage to be designated by lessee as nearly as practicable in the form of a square centered at the well, or in such shape as then existing spacing rules require; and (2) any part of said land included in a pooled unit on which there are operations. Lessee shall also have such easements on said land as are necessary to operations on the acreage so retained.

11. In the event lessor considers that lessee has not complied with all its obligations hereunder, both express and implied, lessor shall notify lessee in writing, setting out specifically in what respects lessee has breached this contract. Lessee shall then have sixty (60) days after receipt of said notice within which to meet or commence to meet all or any part of the breaches alleged by lessor. The service of said notice shall be precedent to the bringing of any action by lessor on said lease for any cause, and no such action shall be brought until the lapse of sixty (60) days after service of such notice on lessee. Neither the service of said notice nor the doing of any acts by lessee aimed to meet all or any of the alleged breaches shall be deemed an admission or presumption that lessee has failed to perform all its obligations hereunder.

12. Lessee may at any time and from time to time execute and deliver to lessor or file for record a release or releases of this lease as to any part or all of said land or of any mineral or horizon thereunder, and thereby be relieved of all obligations as to the released acreage or interest. If this lease is so released as to all minerals and horizons under a portion of said land, the delay rental and other payments computed in accordance therewith shall thereupon be reduced in the proportion that the acreage released bears to the acreage which was covered by this lease immediately prior to such release.

13. (a) Lessee is hereby granted the right, at its option, to pool or unitize all or any part of said land and of this lease as to any or all minerals or horizons thereunder, with other lands, lease or leases, or portion or portions thereof, or mineral or horizon thereunder, so as to establish units containing not more than 45 surface acres; provided, however, a unit may be established or an existing unit may be enlarged to contain not more than 640 acres plus 10% acreage tolerance, if unitized only as to gas or only as to gas and liquid hydrocarbons (condensate) which are not a liquid in the subsurface reservoir. If larger units are required under any governmental rule or order, for the drilling or operation of a well at a regular location, or for obtaining maximum allowable from any well to be drilled, drilling, or already drilled, any such unit may be established or enlarged to conform to the size required by such governmental order or rule. Lessee shall exercise said option as to each desired unit by executing an instrument identifying such unit and filing it for record in the public office in which the lease is recorded. Each of said options may be exercised by lessee from time to time, and whether before or after production has been established either on said land or on the portion of said land included in the unit or on other land unitized therewith. A unit established hereunder shall be valid and effective for all purposes of this lease even though there may be mineral, royalty or leasehold interests in lands within the unit which are not effectively pooled or unitized.

(b) Any operations conducted on any part of such unitized land shall be considered, for all purposes, except the payment of royalty, operations conducted under this lease. There shall be allocated to the land covered by this lease included in any such unit that proportion of the total production of unitized minerals from wells in the unit after deducting any used in lease or unit operations, which the number of surface acres in the land covered by this lease included in the unit bears to the total number of surface acres in the unit. The production so allocated shall be considered for all purposes, including the payment or delivery of royalty, overriding royalty, and any other payments out of production, to be the entire production of unitized minerals from the portion of said land covered hereby and included in such unit in the same manner as though produced from said land under the terms of this lease. The owner of the reversionary estate of any term royalty or mineral estate agrees that the accrual of royalties pursuant to this paragraph or of shut-in royalties from a well on the unit shall satisfy any limitation of term requiring production of oil or gas.

(c) The formation of such unit shall not have the effect of changing the ownership of any delay rental or shut-in production royalty which may become payable under this lease. Neither shall it impair the right of lessee to release from this lease all or any portion of said land, except that lessee may not so release as to lands within a unit while there are operations thereon for unitized minerals unless all pooled leases are released as to lands within the unit.

(d) Lessee may dissolve any unit established hereunder by filing for record in the public office where this lease is recorded a declaration to that effect, if at that time no operations are being conducted thereon for unitized minerals. Subject to the provisions of this paragraph 13, a unit once established hereunder shall remain in force so long as any lease subject thereto shall remain in force.

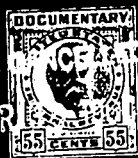
(e) A unit may be so established, modified or dissolved during the life of this lease, but in no event later than twenty (20) years after the date hereof.

14. If at, or after the expiration of the primary term hereof, and while this lease is in force, there is no well on said land, or on lands with which said land or any portion thereof has been unitized, capable of producing oil or gas, and lessee is not conducting operations on said land by reason of (1) any law, order, rule or regulation, (whether or not subsequently determined to be invalid) or (2) any other cause, whether similar or dissimilar, (except financial) beyond the reasonable control of lessee, the primary term and the delay rental provisions hereof shall be extended until the first anniversary date hereof occurring ninety (90) or more days following the removal of such delaying cause, and this lease may be extended thereafter by operations as if such delay had not occurred.

15. This lease shall be binding upon each party who executes it without regard to whether it is executed by all those named herein as lessor.

16. Lessor hereby warrants and agrees to defend title to said land against the claims of all persons whomsoever. Lessor's rights and interests hereunder shall be charged primarily with any mortgages, taxes or other liens, or interest and other charges on said land, but lessor agrees that lessee shall have the right at any time to pay or reduce same for lessor, either before or after maturity, and be subrogated to the rights of the holder thereof and to deduct amounts so paid from royalties or other payments payable or which may become payable to lessor and/or assigns under this lease. Lessee is hereby given the right to acquire for its own benefit, deeds, leases, or assignments covering any interest or claim in said land which lessee or any other party contends is outstanding and not covered hereby and even though such outstanding interest or claim be invalid or adverse to lessor.

IN TESTIMONY WHEREOF, we sign as of the day and year first above written.

Ida FieselerRobert FieselerEdwin WeidnerMax WeidnerMeta WeidnerRene WeidnerHelen FickAnna WeidnerErnst WeidnerElla WeidnerOtto WeidnerJohn FieselerFrieda FieselerJames Fick

THE STATE OF TEXAS
COUNTY OF Washington.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Ernst Weidner**

and **Ella Weidner**

, his wife, both

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

Ella Weidner

, wife of the said **Ernst Weidner**

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said **Ella Weidner** acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of March, A.D. 1960.

A.W. Hodde **A.W. Hodde**
Notary Public in and for **Washington** County, Texas

THE STATE OF TEXAS
COUNTY OF Washington.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Max Weidner**

and **Meta Weidner**

, his wife, both

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

Meta Weidner

, wife of the said **Max Weidner**

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said **Meta Weidner** acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of March, A.D. 1960.

A.W. Hodde **A.W. Hodde**
Notary Public in and for **Washington** County, Texas

THE STATE OF TEXAS }
COUNTY OF Washington

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **Otto Weidner** and **Lillie Weidner**, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said **Lillie Weidner**, wife of the said **Otto Weidner** having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said **Lillie Weidner** acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of March, A.D. 1960.

 A.W. Hodde A.W. Hodde
Notary Public in and for Washington County, Texas

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THE STATE OF TEXAS }
COUNTY OF Washington

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **John Landua** and **Lillie Landua**, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said **Lillie Landua**, wife of the said **John Landua** having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said **Lillie Landua** acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of March, A.D. 1960.

 A.W. Hodde A.W. Hodde
Notary Public in and for Washington County, Texas

THE STATE OF TEXAS }
COUNTY OF Washington

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared **James Fisk** and **Helen Fisk**, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said **Helen Fisk**, wife of the said **James Fisk** having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said **Helen Fisk** acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20 day of March, A.D. 1960.

 A.W. Hodde A.W. Hodde
Notary Public in and for Washington County, Texas

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STATE OF Texas } TEXAS SINGLE ACKNOWLEDGMENT
COUNTY OF Washington }
Before me, the undersigned authority, a Notary Public in and for said County and State, on this day personally
Annie Weidner, a widow and Edwin Weidner, a singleman
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same
for the purposes and consideration therein expressed.
Given under my hand and seal of office, this the 20th day of March, A. D. 1960.
A. W. Hodde
Notary Public in and for Washington County, Texas.

STATE OF Texas } TEXAS JOINT ACKNOWLEDGMENT
COUNTY OF Washington }
Before me, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Robert Fieapler and Ida Fieapler
husband and wife known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same
for the purposes and consideration therein expressed. And the said wife, having been examined by me privately and apart from her husband, and having had said
purposes and consideration fully explained to her, she, the said wife, acknowledged the same to be her act and deed, and declared that she had willingly signed the same for the
purposes and consideration therein expressed, and that she did not wish to retract it.
Given under my hand and seal of office, this the 19th day of March, A. D. 1960.
A. W. Hodde, Jr.
Notary Public in and for Washington County, Texas.

Filed for Record on the 27 day of Apr, A. D. 1960, at 9 o'clock A. M.
Duly Recorded this the 28 day of Apr, A. D. 1960, at 2:20 o'clock P. M.
Instrument No. 911

CHAS. E. WIEDE, County Clerk
Washington County, Texas

By Binnie Schreiner Deputy

912

PRODUCERS 68 REVISED—TEXAS (REVISED 9-58) PRINTED IN U. S. A.

CARGILL'S—HOUSTON

OIL, GAS AND MINERAL LEASE

AGREEMENT, Made and entered into the 25th day of January, 1960, by and between
Giles Bailey and wife, Cloey "Nina" Bailey,

whose post office address is 4726 Holly, Houston, Texas, hereinafter called lessor
(whether one or more), and T. S. Mabry hereinafter called lessee:

WITNESSETH: I, Lessor, in consideration of ten and no/100 -- -- Dollars, receipt of which is hereby acknowledged,
and of the covenants and agreements of lessee hereinafter contained, does hereby grant, lease and let unto lessee the land covered hereby for the purposes and with
the exclusive right of exploring, drilling, mining and operating for, producing and owning oil, gas, sulphur and all other minerals (whether or not similar to those men-
tioned), together with the right to make surveys on said land, lay pipe lines, establish and utilize facilities for surface or sub-surface disposal of salt water, construct
roads and bridges, dig canals, build tanks, power stations, telephone lines, employee houses and other structures on said land, necessary or useful in lessee's operations
in exploring, drilling for, producing, treating, storing and transporting minerals produced from the land covered hereby or any other land adjacent thereto. The land
covered hereby, herein called "said land", is located in the County of Washington State of Texas and is described as follows:

Abst. 40

Being 62.04 acres, more or less, out of the M.A. Early League in Washington
County, Texas, and being the same land described in the deed from Robert F.
Bailey, et al to Giles Bailey, dated July 20, 1950, and recorded in Volume
168, page 49 of the Washington County Deed Records to which deed and the
record thereof reference is had and made for a more complete description of
said land.

and includes, in addition to that above described, all land, if any, contiguous or adjacent to or adjoining the land above described and (a) owned or claimed by lessor
by limitation, prescription, possession, reversion or unrecorded instrument or (b) as to which lessor has a preference right of acquisition. Lessor agrees to execute any
supplemental instrument requested by lessee for a more complete or accurate description of said land. For the purpose of determining the amount of any bonus, delay
rental or other payment hereunder, said land shall be deemed to contain 62.04 acres, whether actually containing more or less, and the above recital of
acreage in any tract shall be deemed to be the true acreage thereof. Lessor accepts the bonus and agrees to accept the delay rental as lump sum considerations for
this lease and all rights and options hereunder.

2. Unless sooner terminated or longer kept in force under other provisions hereof, this lease shall remain in force for a term of five (5) years from the date
hereof, hereinafter called "primary term", and as long thereafter as operations, as hereinafter defined, are conducted upon said land with no cessation for more
than ninety (90) consecutive days.

3. Whenever used in this lease the word "operations" shall mean operations for and any of the following: drilling, testing, completing, reworking, recompleting,
deepening, plugging back or repairing of a well in search for or in an endeavor to obtain production of oil, gas, sulphur or other minerals, excavating a mine, pro-
duction of oil, gas, sulphur or other mineral, whether or not in paying quantities.

4. As royalty, lessee covenants and agrees:

(a) To deliver to the credit of lessor, in the pipe line to which lessee may connect its wells, the equal one-eighth part of all oil produced and saved by lessee from
said land, or from time to time, at the option of lessee, to pay lessor the average posted market price of such one-eighth part of such oil at the wells as of the day
it is run to the pipe line or storage tanks, lessor's interest, in either case, to bear one-eighth of the cost of treating oil to render it marketable pipe line oil.

(b) To pay lessor on gas and casinghead gas produced from said land (1) when sold by lessee, one-eighth of the amount realized by lessee, computed at the
mouth of the well, or (2) when used by lessee off said land or in the manufacture of gasoline or other products, the market value, at the mouth of the well, of one
eighth of such gas and casinghead gas.

(c) To pay lessor one dollar (\$1.00) per long ton (2240 pounds) on all sulphur mined and marketed or utilized by lessee from said land.

Reference IV

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 12th day of June A.D. 19 62

A.W. Hodde, Jr. A.W. Hodde, Jr.

Notary Public William Washington County Texas.

693-JOINT ACKNOWLEDGMENT—Class 1 (Rev. Mar., 1952)

The Steck Co., Austin

STATE OF TEXAS,
Washington

County of _____

BEFORE ME, the undersigned authority, on this day personally appeared

Garfield Woods

and his wife Elizabeth Woods

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said wife having been examined by me, privily and apart from her husband, and having the same fully explained to her, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 12th day of June A.D. 19 62

(Seal)

A.W. Hodde, Jr. A.W. Hodde, Jr.

Notary Public, Washington County, Texas

Filed for Record on the 15 day of June A.D. 19 62, at 11 o'clock A.M.
Duly Recorded this the 19 day of June A.D. 19 62, at 10:40 o'clock A.M.
Instrument No. 1221

CHAS. E. WIEDE, County Clerk
Washington County, Texas

By *Minnie Schreiner* Deputy

Texas Highway Department
Form D-15-14
Page 1 of 4
Rev. 10-61

DEED

THE STATE OF TEXAS

1222

COUNTY OF Washington

KNOW ALL MEN BY THESE PRESENTS:

That we, Annie Weidner, a widow, Edwin Weidner, a single man, Ernst Weidner and wife, Ella Weidner; Max Weidner and wife, Meta Weidner; Otto Weidner and wife, Lillie Weidner; John Landua and wife, Lillie Landua; Robert Fieseler and wife, Ida Fieseler, and James Fisk and wife, Helen Fisk,

of the County of Washington, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Seven Thousand Three Hundred Sixty-nine (\$7,369.00--) Dollars to Grantors in hand paid by the State of Texas, acting by and through the State Highway Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day sold, and by these presents do Grant, Bargain, Sell and Convey unto the State of Texas, all that certain tract or parcel of land in Washington County, Texas, and being more particularly described as follows, to wit:

Being a 23.09 acre parcel of land out of a 142.5 acre tract of land in the P. H. Coe League in Washington County, Texas, conveyed to Herman Weidner on June 23, 1910 by William Sprain as recorded in Volume 57 Page 377 Deed Records of Washington County, Texas and being more particularly described as follows:

COMMENCING at the northeast corner of the Herman Weidner 142.5 acre tract of land, thence S 14 degrees 19 minutes E, 234.9 ft. along the Herman Weidner east property line to a point in the proposed northwest right of way line of Loop 283, 150.0 ft. from and at right angles to surveyed centerline Sta. 109+11.0, said surveyed centerline of Loop 283 will hereinafter be referred to as only the surveyed centerline, said point being the PLACE OF BEGINNING.

THENCE S 40 degrees 16 minutes W, 2,589.0 ft. along the proposed northwest right of way line 150.0 ft. from and parallel to surveyed centerline to a point 150.0 ft. from and at right angles to surveyed centerline Sta. 135+00;

THENCE S 14 degrees 40 minutes W, 651.7 ft. along the proposed northwest right of way line to a point 200.0 ft. from and at right angles to surveyed centerline Sta. 141+50.0;

THENCE N 42 degrees 44 minutes W, 175.3 ft. along the proposed right of way line to a point in the Herman Weidner west property line the same being the east right of way line of a county road, 375.3 ft. from and at right angles to surveyed centerline Sta. 141+50.0;

THENCE S 13 degrees 24 minutes E, 330.2 ft. along the Herman Weidner west property line, the same being the east right of way line of a county road, to a point 123.1 ft. from and at right angles to surveyed centerline Sta. 143+30.4, said point also being the southwest corner of the Herman Weidner 142.5 acre tract;

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Page 2 of 4
Rev. 10-61

THENCE along the Herman Weidner south property line, N 76 degrees 03 minutes E, at 203.0 ft. intersecting surveyed centerline Sta. 141+72.0, for 513.6 ft. to a point in the proposed southeast right of way line of Loop 283, 182.0 ft. from and at right angles to surveyed centerline Sta. 139+20.0;

THENCE N 36 degrees 47 minutes E, 521.0 ft. along the proposed southeast right of way line to a point 150 ft. from and at right angles to surveyed centerline Sta. 134+00;

THENCE N 40 degrees 16 minutes E, 2278.0 ft. along the proposed southeast right of way line 150.0 ft. from and parallel to surveyed centerline to a point in the Herman Weidner east property line, 150.0 ft. from and at right angles to surveyed centerline Sta. 111+22.0;

THENCE along the Herman Weidner east property line, N 14 degrees 19 minutes W, at 184.1 ft. intersecting surveyed centerline Sta. 110+15.3, for 368.2 ft. to a point in the proposed northwest right of way line of Loop 283, 150.0 ft. from and at right angles to surveyed centerline Sta. 109+11.0, said point being the PLACE OF BEGINNING.

The parcel of land herein described contains 23.09 acres, more or less.

SAVE and EXCEPT, HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the above described property, to wit:

None

Grantors covenant and agree to remove the above described improvements from said land by _____, 19____, subject, however, to such extensions of time as may be granted by the State in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the State of Texas forever.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the State to take and use all other minerals and materials thereon, therein and thereunder.

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TO HAVE AND TO HOLD the above described premises herein conveyed together with all and singular the rights and appurtenances thereto in anywise belonging, unto the State of Texas and its assigns forever; and Grantors do hereby bind ourselves, our heirs, executors, administrators, successors and assigns, to Warrant and Forever Defend all and singular the said premises herein conveyed unto the State of Texas and its assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is expressly understood that nothing contained herein shall be construed as a limitation of any type on the fee simple title conveyed by this instrument.

IN WITNESS WHEREOF, this instrument is executed on this the 9th day of JUNE, 1962.

Annie Weidner
Annie Weidner

Ernst Weidner
Ernst Weidner

Max Weidner
Max Weidner

Otto Weidner
Otto Weidner

John Landua
John Landua

Robert Fieseler
Robert Fieseler

James Fisk
James Fisk

Edwin Weidner
Edwin Weidner

Ella Weidner
Ella Weidner

Meta Weidner
Meta Weidner

Lillie Weidner
Lillie Weidner

Lillie Landua
Lillie Landua

Ida Fieseler
Ida Fieseler

Helen Fisk
Helen Fisk



SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS

County of Washington

Before me, the undersigned, a notary public in and for said County and State, on this day personally appeared Annie Weidner, a widow

known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 9th day of June, 1962.

Notary Public in and for Washington County, Texas.

WIFE'S SEPARATE ACKNOWLEDGMENT

657—SINGLE ACKNOWLEDGMENT—Class 1 (Rev. April, 1952)

The Steck Co., Austin

THE STATE OF TEXAS,

County of Washington

BEFORE ME, the undersigned authority, on this day personally appeared

Edwin Weidner, a single man

Known to me

to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 9th day of June A.D. 19 62

(Seal)

Mr. J. C. Markelmann Jr.
Notary Public Washington County Texas

693—JOINT ACKNOWLEDGMENT—Class 1 (Rev. Mar., 1952)

The Steck Co., Austin

STATE OF TEXAS,

County of WASHINGTON

BEFORE ME, the undersigned authority, on this day personally appeared

Ernst Weidner

Ella Weidner

and his wife

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said wife having been examined by me, privily and apart from her husband, and having the same fully explained to her, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 9th day of JUNE A. D. 19 62

(Seal)

Odin Tomasko
COUNTY JUDGE WASHINGTON County, Texas
Notary Public,

693—JOINT ACKNOWLEDGMENT—Class 1 (Rev. Mar., 1952)

The Steck Co., Austin

STATE OF TEXAS,

Washington

County of

BEFORE ME, the undersigned authority, on this day personally appeared

Max Weidner

Meta Weidner

and his wife

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said wife having been examined by me, privily and apart from her husband, and having the same fully explained to her, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 9th day of June A. D. 19 62

(Seal)

Mr. J. C. Markelmann Jr.
Notary Public, Washington County, Texas

693—JOINT ACKNOWLEDGMENT—Class 1 (Rev. Mar., 1952)

The Steck Co., Austin

STATE OF TEXAS,

County of WASHINGTON

BEFORE ME, the undersigned authority, on this day personally appeared

Otto Weidner

Lillie Weidner

and his wife

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said wife having been examined by me, privily and apart from her husband, and having the same fully explained to her, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 9th day of June A. D. 19 62

(Seal)

Mr. J. C. Markelmann Jr.
Notary Public, WASHINGTON County, Texas

693—JOINT ACKNOWLEDGMENT—Class 1 (Rev. Mar., 1952)

The Steck Co., Austin

STATE OF TEXAS,
County of WashingtonJohn LanduaBEFORE ME, the undersigned authority, on this day personally appeared
Lillie Landua

and his wife

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said wife having been examined by me, privily and apart from her husband, and having the same fully explained to her, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 9th day of June A. D. 19 62Mrs J C Kinkelman Jr
Washington

Notary Public, _____ County, Texas

693—JOINT ACKNOWLEDGMENT—Class 1 (Rev. Mar., 1952)

The Steck Co., Austin

STATE OF TEXAS,
County of WashingtonRobert Fieseler

BEFORE ME, the undersigned authority, on this day personally appeared

Ida Fieseler

and his wife

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said wife having been examined by me, privily and apart from her husband, and having the same fully explained to her, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 9th day of June A. D. 19 62

(Seal)

Mrs J C Kinkelman Jr
Washington

Notary Public, _____ County, Texas

693—JOINT ACKNOWLEDGMENT—Class 1 (Rev. Mar., 1952)

The Steck Co., Austin

STATE OF TEXAS,
County of Harris WASHINGTONJames Fisk

BEFORE ME, the undersigned authority, on this day personally appeared

Helen Fisk

and his wife

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said wife having been examined by me, privily and apart from her husband, and having the same fully explained to her, she acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 9th day of June A. D. 19 62

(Seal)

Mrs J C Kinkelman Jr
Harris WASHINGTON

Notary Public, _____ County, Texas

Filed for Record on the 15 day of June A. D. 1962, at 11 o'clock A. M.Duly Recorded this the 19 day of June A. D. 1962, at 10:45 o'clock A. M.Instrument No. 1222CHAS. E. WIEDE, County Clerk
Washington County, TexasBy Minnie Schreiner Deputy

Reference V

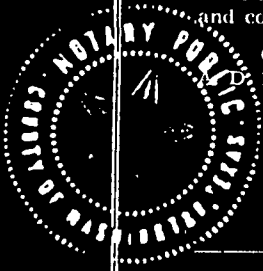
THE STATE OF TEXAS
COUNTY OF Washington

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Edwin F. Heckmann and Alberta Heckmann, his wife, both

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Alberta Heckmann,

wife of the said Edwin F. Heckmann, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Alberta Heckmann, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 25th day of July, 1964.



Notary Public in and for

Washington

County, Texas

Filed for Record on the 25 day of July A. D. 1964, at 10:30 o'clock A. M.

Duly Recorded this the 27 day of July A. D. 1964, at 2:40 o'clock P. M.

Instrument No. 1221

CHAS. E. WIEDE, County Clerk
Washington County, Texas

By Minnie Schreiner Deputy

GENERAL WARRANTY DEED: EDWIN WEIDNER ET AL TO DONALD M. WILDER.

THE STATE OF TEXAS

1222

COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS: That we, Edwin Weidner, a single man; Max Weidner and wife, Meta Weidner; Lillie Landua, joined by her husband, John Landua; Ida Fieseler, joined by her husband, Robert Fieseler, all of Washington County, Texas; and Ernest Weidner and wife, Ella Weidner of Austin County, Texas; and Otto Weidner and wife, Lillie Weidner, of Grimes County, Texas; and Helen Fisk, joined by her husband, James V. Fisk, of Harris County, Texas; the said Edwin Weidner, Max Weidner, Lillie Landua, Ida Fieseler, Ernest Weidner, Otto Weidner and Helen Fisk, being and constituting the children of and the sole and only heirs at law of Herman Weidner and Annie Weidner, both deceased, late of Washington County, Texas, for and in consideration of the sum of Ten & No/100 (\$10.00) Dollars cash to us in hand paid by Donald M. Wilder, and other valuable considerations, the receipt of all of which is hereby acknowledged and without any lien, express or implied, being retained, have GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the said Donald M. Wilder, of Washington County, Texas, all that certain tract or parcel of land lying and being situated in Washington County, Texas, described as follows, to wit:

All that tract or parcel of land situate in Washington County, Texas, out of the P. H. Coe League and being a portion of the tract conveyed to Herman Weidner by William Sprain by deed recorded in Vol. 57, page 377, Washington County Deed Records, more particularly described as follows:

Beginning at an iron pin and fence corner in the northwest line of the new Hwy 36 (Loop) at its intersection with the east line of the original tract. Thence with said Hwy line S. $39^{\circ} 21'$ W. 889.00 ft. (320.04 v) to a concrete monument. Thence continuing along said Hwy line S. $39^{\circ} 14' 23''$ W. 111.00 ft. (39.96 v) to an iron pin. Thence N. $50^{\circ} 42'$ W. 150.00 ft. (54 v) to an iron pin. Thence S. $73^{\circ} 46' 49''$ W. 1783.78 ft. (642.16 v) to an iron pin in the east line of a public road. Thence with said road line N. $13^{\circ} 15'$ W. 50.07 ft. to an iron pin at the southwest corner of the 9.041 acre tract. Thence N $73^{\circ} 46' 49''$ E 538.47 ft. (193.85 v) to an iron pin at the southeast corner of said tract. Thence N. $6^{\circ} 22' 59''$ W. 682.48 ft. (245.69 v) to the northeast corner of said tract and in the north line of the original tract. Thence with said line N $75^{\circ} 03'$ E. 2041.79 ft. (735.04 v) to an iron pin and fence corner at the original northeast corner. Thence with the original northeast line S. $14^{\circ} 52'$ E. 235.35 ft. (84.73 v) to the point or place of beginning, containing 31.483 acres of land.

There is also included in this conveyance, all of our right, title, interest and estate in and to all of the oil, gas and sulphur and other minerals in and under all of that portion of that certain 23.09 acres, more or less, lying West and northwest of the centerline of Loop No. 283, and immediately adjacent to the 31.483 acres herein more specifically described, such portion of the 23.09 acres being limited to the 1000 foot frontage of said tract on said Highway, which oil, gas, sulphur and mineral rights were retained by grantors herein in that Right of way Deed dated June 9, 1962, to The State of Texas, which instrument is recorded in Volume 241, page 13, Deed Records of Washington County, Texas, to which instrument and the record thereof reference is made for all purposes.

*Surveyed by D.R. Muzzy, Surveyor, July 16, 1964.

This conveyance is subject to that certain oil, gas and mineral lease executed by Annie Weidner et al to T.S. Mabry, dated March 18, 1960 and recorded in Volume 228, page 185, Deed Records of Washington County, Texas, but all rights under said lease are herein expressly conveyed insofar as it covers the property herein conveyed.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Donald M. Wilder, his heirs or assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all



and singular the said premises unto the said Donald M. Wilder, his heirs and assigns, against every person whomsoever, lawfully claiming, or to claim the same, or any part thereof.

Witness our hands this the 18th day of July A.D. 1964.

Edwin Weidner
Edwin Weidner

Ernest Weidner
Ernest Weidner

Max Weidner
Max Weidner

Ella Weidner
Ella Weidner

Meta Weidner
Meta Weidner

Otto Weidner
Otto Weidner

Lillie Landua
Lillie Landua

Lillie Weidner
Lillie Weidner

John Landua
John Landua

Helen Fisk
Helen Fisk

Ida Fieseler
Ida Fieseler

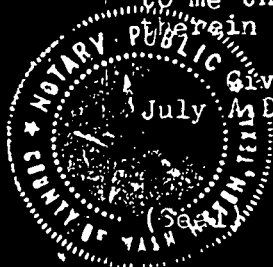
James V. Fisk
James V. Fisk

Robert Fieseler
Robert Fieseler

THE STATE OF TEXAS
COUNTY OF WASHINGTON

Before me, the undersigned authority, on this day personally appeared Edwin Weidner, a single man, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 18th day of July A.D. 1964.



JULIAN E. WEISLER

Notary Public in and for
Washington County, Texas.

THE STATE OF TEXAS
COUNTY OF WASHINGTON

Before me, the undersigned authority, on this day personally appeared Max Weidner and Meta Weidner, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Meta Weidner, wife of the said Max Weidner, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Meta Weidner acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 18th day of July A.D. 1964.



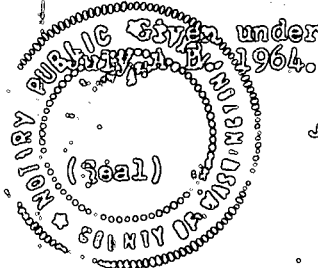
JULIAN E. WEISLER

Notary Public in and for
Washington County, Texas.

THE STATE OF TEXAS

COUNTY OF WASHINGTON

Before me, the undersigned authority, on this day personally appeared John Landua and Lillie Landua, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Lillie Landua, wife of the said John Landua, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lillie Landua acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



JULIAN E. WEISLER

Notary Public in and for Washington County, Texas.

THE STATE OF TEXAS
COUNTY OF WASHINGTON

Before me, the undersigned authority, on this day personally appeared Robert Fieseler and Ida Fieseler, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Ida Fieseler, wife of the said Robert Fieseler, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ida Fieseler acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

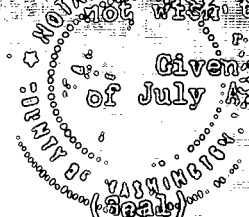


JULIAN E. WEISLER

Notary Public in and for Washington County, Texas.

THE STATE OF TEXAS
COUNTY OF WASHINGTON

Before me, the undersigned authority, on this day personally appeared Ernest Weidner and Ella Weidner, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Ella Weidner, wife of the said Ernest Weidner, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Ella Weidner acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



JULIAN E. WEISLER

Notary Public in and for Washington County, Texas.

THE STATE OF TEXAS
COUNTY OF Washington

Before me, the undersigned authority, on this day personally appeared Otto Weidner and Lillie Weidner, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Lillie Weidner, wife of the said Otto Weidner, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Lillie Weidner acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 14th day of July A.D. 1964.



JULIAN E. WEISLER
Julian E. Weisler
Notary Public in and for
Washington County, Texas.

THE STATE OF TEXAS
COUNTY OF Washington

Before me, the undersigned authority, on this day personally appeared James V. Fisk and Helen Fisk, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Helen Fisk, wife of the said James V. Fisk, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Helen Fisk acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 15th day of July A.D. 1964.



JULIAN E. WEISLER
Julian E. Weisler
Notary Public in and for
Washington County, Texas.

Filed for Record on the 25 day of July A.D. 1964, at 11:45 o'clock A. M.

Duly Recorded this the 27 day of July A.D. 1964, at 2:50 o'clock P. M.

Instrument No. 1222

CHAS. E. WIEDE, County Clerk
Washington County, Texas

By *Minnie Schreiner* Deputy

PROJECT: Somerville Reservoir
TRACT NOS. 838 and 838E

A F F I D A V I T

THE STATE OF TEXAS I
COUNTY OF Washington. I

BEFORE ME, the undersigned authority, a Notary Public in and for said State and County, personally appeared Nellie B. Taplin, who, after first being by me duly sworn, upon her oath deposes and says:

Reference VI

GENERAL WARRANTY DEED: DONALD M. WILDER, ET UX, TO OLD BRAZOS FORGE, INC.

THE STATE OF TEXAS
COUNTY OF WASHINGTON

X
X
X

3287

KNOW ALL MEN BY THESE PRESENTS:

That We, DONALD M. WILDER and wife, LILLIAN A. WILDER, of Washington County, Texas, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash and other good and valuable considerations to us in hand paid by OLD BRAZOS FORGE, INC., a Texas corporation, having its principal office located in Brenham, Washington County, Texas, hereinafter sometimes called Grantee, the receipt of which is hereby acknowledged and confessed, and for the further consideration of the sum of One Hundred Fifty Thousand and No/100 (\$150,000.00) Dollars, to be paid in accordance with and as evidenced by that one certain promissory note in said amount of even date herewith, executed by OLD BRAZOS FORGE, INC. as maker, and also executed by HUSSMANN REFRIGERATOR CO., a Delaware corporation, and PET, INCORPORATED, a Delaware corporation, as co-makers, payable to the order of DONALD M. WILDER at Brenham, Texas, said promissory note bearing interest from date until paid at the rate of Eight and Three-Fourth (8-3/4%) Percent Per Annum, and providing for payment of interest only in monthly installments during the first three (3) years with installments of principal and interest to be payable monthly, each in the amount of Two Thousand Three Hundred Ninety Four and 38/100 (\$2,394.38) Dollars, beginning on October 1, 1980, and with one (1) like installment of principal and interest becoming due and payable on the first day of each succeeding and consecutive month thereafter until said note is fully paid, all as in said note provided, said note containing the usual provisions for acceleration in maturity and attorneys fees in event of default, and being secured in its payment by vendor's lien

retained in this deed and also being further and additionally secured by a deed of trust of even date herewith, executed by OLD BRAZOS FORGE, INC. as Grantor therein to R. William Spinn, Trustee, to which said note and deed of trust, reference is here had and made for more complete description thereof and all other pertinent purposes;

HAVE GRANTED, SOLD AND CONVEYED and by these presents DO GRANT, SELL AND CONVEY, unto THE OLD BRAZOS FORGE, INC., Grantee, the following described property, lying and being situated in Washington County, Texas, to-wit:

ALL THAT TRACT OR PARCEL OF LAND situate in Washington County, Texas, out of the P. H. Coe Survey A-31 and being a portion of the 31.483 acre tract described in a deed to Donald M. Wilder by Edwin Weidner, et al, dated July 18, 1964, and recorded in Volume 254, Page 69, Washington County Deed Records, more particularly described as follows:

BEGINNING at an iron pin in the Northwest line of State Highway 36 at its intersection with the East line of the P. H. Coe Survey, said point being the Southeast corner of said 31.483 acre tract;

THENCE with said highway S. 39 deg. 21 min. W, 889.00 feet to a concrete monument;

THENCE continuing with said highway S. 39 deg. 14 min. 23 sec. W, 111.00 feet to an iron pin;

THENCE N. 50 deg. 42 min. W, 150.00 feet to an iron pin;

THENCE with the South line of the original tract S. 73 deg. 46 min. 49 sec. W, 535.74 feet to an iron pin;

THENCE N. 14 deg. 57 min. 57 sec. W, 709.19 ft. to an iron pin in the North line of the original tract;

THENCE with said line as fenced N. 75 deg. 03 min. E, 1435.74 feet to an iron pin in the fence along the East line of the P. H. Coe Survey;

THENCE with said fence line S. 14 deg. 52 min. E, 235.35 feet to the point or place of beginning containing 20.000 acres of land.

As surveyed by Donald R. Muzzy, Registered Public Surveyor, on August 5, 1977.

TO HAVE AND TO HOLD, the above described premises,
together with all and singular the rights and appurtenances
thereto in anywise belonging unto the said Grantee, its
successors and assigns, forever;

And the said Grantors do hereby bind themselves, their
heirs and assigns, to WARRANT AND FOREVER DEFEND, all and
singular, the said premises unto the said Grantee, its
successors and assigns, against every person whomsoever
lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the
vendor's lien and superior title is retained against the
above described property, premises and improvements until
the above described note and all interest thereon is fully
paid according to its face and tenor, effect and reading,
when this deed shall become absolute.

WITNESS OUR HANDS on this the 1st day of September,
1977.

Donald M. Wilder
DONALD M. WILDER

Lillian A. Wilder
LILLIAN A. WILDER

THE STATE OF TEXAS X
 X
COUNTY OF WASHINGTON X

Before me, the undersigned authority, on this day personal-
ly appeared DONALD M. WILDER and wife, LILLIAN A. WILDER, known
to me to be the persons whose names are subscribed to the fore-
going instrument, and both acknowledged to me that they each
executed the same for the purposes and consideration therein ex-
pressed.

Given under my hand and seal of office, on this the 7th
day of September, 1977.



Uena Hundemer
Notary Public in and for
Washington County, Texas

FILED FOR RECORD ON THE 8 DAY OF September A.D. 1977, AT 4:25 O'CLOCK P M
DULY RECORDED THIS THE 9 DAY OF September A.D. 1977, AT 9:25 O'CLOCK A M
INSTRUMENT NO. 3387

GERTRUDE LEHRMANN, COUNTY CLERK
WASHINGTON COUNTY, TEXAS

BY Male/Hoff DEPUTY

Reference VII

STATE OF TEXAS
WASHINGTON COUNTY

INDUSTRIAL SOLID WASTE
DISPOSAL SITE DEED RECORDATION

5034

KNOW ALL MEN BY THESE PRESENTS THAT:

Pursuant to the Rules of the Texas Department of Water Resources pertaining to Industrial Solid Waste Management, this document is hereby filed in the Deed Records of Washington County, Texas in compliance with the recordation requirements of said rule:

I

Old Brazos Forge, Inc. (now merged into its parent company, Chesley Industries, Inc.) has permanently deposited industrial waste on the land described herein. A copy of Notice of Registration 30897, including a description of wastes to be disposed of and a description of the waste disposal facility, is attached hereto and is made a part of this filing.

II

A CERTAIN 1.964 acre tract of land situated in the P. H. Coe Survey, A-31, Washington County, Texas. Said 1.964 acre tract of land being a portion of a called 20.000 acre tract of land conveyed from Donald M. Wilder, et ux to Old Brazos Forge, Inc. by deed dated September 1, 1977 and recorded in Volume 357, Page 488 of the Deed Records of Washington County, Texas. Said 1.964 acre tract of land being more particularly described on the attached plat and as follows:

COMMENCING at a 3/8-inch iron rod found at the intersection of the northwest right-of-way line of State Highway 36 Loop with the east fence line of the P. H. Coe Survey, A-31, for the most easterly corner of said called 20.00 acre tract of land;

THENCE: S 39°21'00" W along said northwest right-of-way line and a southeast line of said called 20.000 acre tract, 359.65 feet to a point;

THENCE: N 50°39'00" W across said called 20.000 acre tract, 312.21 feet to a 2-inch diameter steel fence corner post for the north-east corner and POINT OF BEGINNING of this tract;

THENCE: In a southwesterly direction along a chain link fence line the following calls: (1) S 23°15'54" W, 156.40 feet to a 2-inch diameter steel post at angle point; (2) S 18°14'49" W, 20.64 feet to a 2-inch diameter steel post at angle point; (3) S 29°01'07" W, 121.48 feet to a 2-inch diameter steel post at angle point; (4) S 42°09'51" W, 27.65 feet to a 2-inch diameter steel fence corner post for the southeast corner of this tract;

THENCE: N 62°09'05" W along a chain link fence line, 270.72 feet to a 2-inch diameter steel fence corner post for the southwest corner of this tract;

THENCE: In a northeasterly direction along a chain link fence line the following calls: (1) N 10°43'53" E, 101.57 feet to a 2-inch diameter steel post for angle point; (2) N 50°25'55" E, 235.78 feet to a 2-inch diameter steel fence corner post for the northwest corner of this tract;

THENCE: S 64°53'21" E along a chain link fence line, 203.68 feet to the POINT OF BEGINNING containing 1.964 acres of land. This tract of land has no access to a public road.

Under the laws of the State of Texas, the owner and successive owners of this platted property must never disturb the integrity of the topsoil, protective enclosure, final cover, clay liner or groundwater monitoring wells located within the boundaries of this property, or platted as a "monitoring well" without the express permission of the Executive Director of the Texas Department of Water Resources or its statutory successor.

Wastes deposited hereon have been classified by the Texas Department of Water Resources as Class I-H. Class I waste is defined as "Any industrial solid waste or mixture of industrial solid wastes which because of its concentration, or physical or chemical characteristics, is toxic, corrosive, flammable, a strong sensitizer or irritant, a generator of sudden pressure by decomposition, heat, or other means, and may pose a substantial present or potential danger to human health or the environment when improperly treated, stored, transported, or disposed of or otherwise managed, including hazardous industrial waste". The amount of Class I-H waste and contaminated material located at this site is estimated to be 8,300 cubic yards.

III

The owner of the site is Chesley Industries, Inc., a Michigan corporation, successor by merger to Old Brazos Forge, Inc., a Texas Corporation, and its address is Loop 36 NW, Brenham, Texas 77833, where more specific information may be obtained from the plant manager.

EXECUTED this 9th day of August, 1984.

CHESLEY INDUSTRIES, INC.

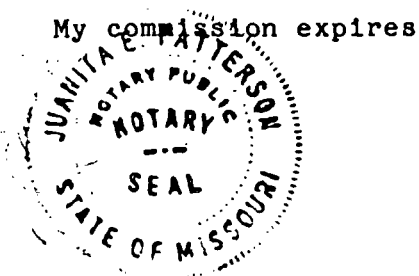
By *Byron A. Roche*
Vice President

STATE OF MISSOURI

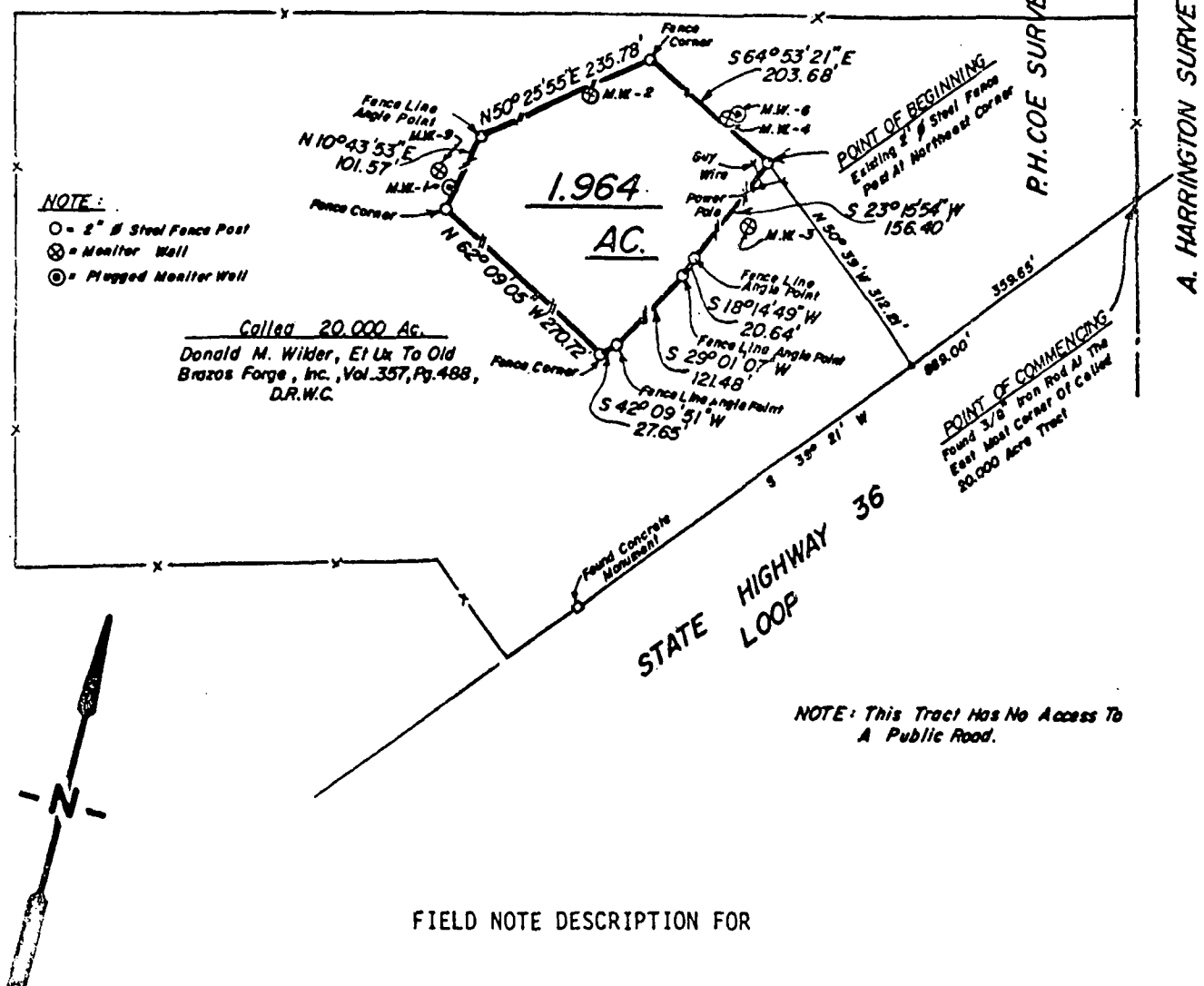
COUNTY OF ST. LOUIS

Before me, on this 9th day of August, 1984, personally appeared Byron A. Roche, Vice President of Chesley Industries, Inc., a Michigan corporation, known to me to be the person and agent of said corporation whose name is subscribed to the foregoing instrument, and he acknowledged to me that he executed the same for the purposes and capacity therein expressed.

Given under my hand and seal of office this 9th day of August, 1984.



Juanita E. Patterson
JUANITA E. PATTERSON
NOTARY PUBLIC, STATE OF MISSOURI
MY COMMISSION EXPIRES FEB. 3, 1988
ST. CHARLES COUNTY



O'MALLEY AND CLAY, INC.
CONSULTING ENGINEERS

305 Green Street
 Brenham, Texas 77833

103 Pleasant Street
 Bryan, Texas 77805

5628 Second Street
 Katy, Texas 77449

Scale: 1" = 200'	Project Number: 03-0029
Drawn By: G.L.	Date: 05/02/06
Sheet Number: 1	of 2

THENCE: S 64°53'21" E along a chain link fence line, 203.68 feet to the POINT OF BEGINNING containing 1.964 acres of land. This tract of land has no access to a public road.

May 22, 1984

O'MALLEY & CLAY, INC.
BRENHAM, TEXAS

[Signature]

Dan H. Kennedy
Registered Public Surveyor, #3345



O'MALLEY AND CLAY, INC.
CONSULTING ENGINEERS

505 Green Street
Brenham, Texas 77833

103 Pleasant Street
Bryan, Texas 77805

5626 Second Street
Katy, Texas 77449



Drawn: As Noted	
Project Number: 83-0029	
Drawn By: CL	Date: 05/22/84
Sheet Number: 2	of 2

TEXAS DEPARTMENT OF WATER RESOURCES
NOTICE OF REGISTRATION
INDUSTRIAL SOLID WASTE GENERATION/DISPOSAL

06-14-82

THIS IS NOT A PERMIT AND DOES NOT CONSTITUTE AUTHORIZATION
OF ANY DISPOSAL FACILITIES LISTED BELOW. REQUIREMENTS FOR
SOLID WASTE MANAGEMENT ARE PROVIDED BY CHAPTER 22, RULES
OF THE TEXAS DEPARTMENT OF WATER RESOURCES.

DATE OF NOTICE: 06-16-82

REGISTRATION NUMBER: 30897

THIS NUMBER IS TO PROVIDE ACCESS TO STORED INFORMATION
PERTAINING TO YOUR OPERATION. PLEASE REFER TO THIS NUMBER
IN ANY CORRESPONDENCE OR REPORTS.

REGISTRATION DATE: 02-18-77

STATUS: ACTIVE

COMPANY NAME: OLD BRAZOS FORGE

MAILING ADDRESS: P.O. BOX 140

LOOP 36 NW

BRENHAM, TEXAS

77833

GENERATING SITE LOCATION: LOOP 36 NW, BRENHAM, TEXAS

PERSON IN CHARGE: MICKEY WALKER

PHONE: (713) 836-5626

NUMBER OF EMPLOYEES: 50-99

TDWR DISTRICT: 13

I. WASTE GENERATED:

WASTES	CLASS	CODE	DISPOSITION
001 METALS, HEAVY CONTAMINATED WASH/WASTEWATER	I	100610	ONSITE
002 WASTEWATER TREATMENT SLUDGE	I	149000	OFF-SITE
003 OIL, LUBRICATING	II	210490	OFF-SITE
004 PLANT REFUSE, GENERAL MISC.	II	279760	OFF-SITE

II. SHIPPING/REPORTING: NOT APPLICABLE

JUN 16 1982

NOTICE OF REGISTRATION (CONTINUED)

PAGE 02

REGISTRATION NUMBER: 30897
COMPANY NAME: OLD BRAZOS FORGE

III. ON-SITE WASTE MANAGEMENT FACILITIES:

FAC NO	FACILITY
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01	LAGOON/POND PROCESSING/DISPOSAL OF WASTE(S) NUMBER(S) 001
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FACILITIES ARE LOCATED ON PROPERTY OWNED AND/OR EFFECTIVELY CONTROLLED
BY OLD BRAZOS FORGE
AT LOOP 36 NW, BRENHAM, TEXAS
COUNTY OF WASHINGTON
IN SEGMENT 1202 OF BASIN: BRAZOS RIVER BASIN

IV. RECORDS.

- A. FOR PURPOSES OF FILING ANNUAL REPORTS PURSUANT TO CHAPTER 22 OF THE RULES OF THE TDWR, RECORDS SHOULD BE MAINTAINED FOR STORAGE, PROCESSING AND/OR DISPOSAL OF THE FOLLOWING WASTES LISTED IN PART I:

001 100610 METALS, HEAVY CONTAMINATED
WASH/WASTEWATER

- B. PROOF OF RECORDATION IN THE COUNTY DEED RECORDS, AS REQUIRED BY CHAPTER 22 OF THE RULES OF THE TDWR, SHOULD BE SUBMITTED TO THE EXECUTIVE DIRECTOR FOR THE FOLLOWING FACILITIES LISTED IN PART III IN ACCORDANCE WITH THE FOLLOWING SCHEDULES:

NEW FACILITIES - PRIOR TO INITIATION OF
DISPOSAL OPERATIONS.

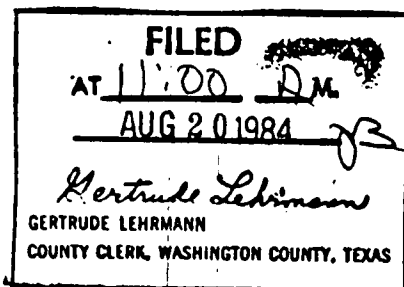
EXISTING FACILITIES - AS SOON AS POSSIBLE, BUT NO
LATER THAN SIXTY (60) DAYS FROM
THE DATE OF THIS NOTICE, UNLESS
PREVIOUSLY SUBMITTED.

NOTICE OF REGISTRATION (CONTINUED)

PAGE 03

REGISTRATION NUMBER: 30897
COMPANY NAME: OLD BRAZOS FORGE

FAC NO	FACILITY	STATUS	DATE
01	LAGOON/POND	ACTIVE	00/00



STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the
date and at the time affixed hereon by me and was duly
RECORDED in the volume and page of the OFFICIAL
RECORDS of Washington County, Texas, as stamped hereon
by me on

AUG 29 1984



Gertrude Lehmann
Gertrude Lehmann, County Clerk
Washington County, Texas

Reference VIII

672 REC 234

The State of Texas,

County of WASHINGTON

Know All Men by These Presents:**2368**

That CHESLEY INDUSTRIES, INC.

a Corporation, duly organized and existing under the Laws of the State of Michigan

for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration

DOLLARS

to it paid, and secured to be paid, by RECYCLED PRODUCTS CORPORATION

as follows:

One Promissory Note of even date herewith in the principal sum of \$200,000 payable to Chesley Industries, Inc., as therein specified providing for acceleration of maturity and for attorneys fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith,

has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said RECYCLED PRODUCTS CORPORATION

of the County of Washington State of Texas all that certain property of the P.H. Coe Survey A-31, Washington County, Texas;

(See attached)

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said RECYCLED PRODUCTS CORPORATION, its

heirs and assigns forever and the said Corporation does hereby bind itself, its successors and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said RECYCLED PRODUCTS CORPORATION, its

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its duly authorized officers and to be sealed with the Seal of the Corporation, at Bridgeton, Missouri,

this 18th day of May

A. D. 19 92

Attest:

Burton Halpern
(Seal)

Burton Halpern Secretary.

CHESLEY INDUSTRIES, INC.

By

J. L. Vowell
J. L. Vowell

President.

Mailing address of grantee:

Name:
Address:STATE OF ~~TEXAS~~ MISSOURI
COUNTY OF ST. LOUIS

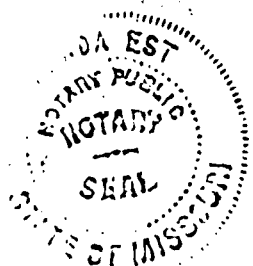
(Corporate Acknowledgment)

This instrument was acknowledged before me on the 18th day of May, 1992,
by J. L. Vowell, President
of Chesley Industries, Inc.
a Michigan corporation, on behalf of said corporation.

My commission expires:

August 4, 1992

Wanda Est
Notary Public, State of ~~TEXAS~~ Missouri
Notary's printed name: Wanda Est



CERTIFIED RESOLUTION OF
THE BOARD OF DIRECTORS OF
CHESLEY CORPORATION

I, the undersigned, Burton Halpern, Secretary of the above named corporation, hereby certify that the following is a true and correct copy of a resolution adopted by the Board of Directors of Hussmann Corporation on May 18, 1992;

RESOLVED, that this Company hereby approves the sale of that certain property located in Washington County, Texas, containing approximately 20 acres and building located thereon to Recycled Products Corporation, a Texas corporation, for the sum of \$250,000.00, payable as follows: \$50,000.00 cash and a promissory note in the amount of \$200,000.00, secured by a deed of trust, with interest thereon at the rate of 10% per annum, as provided in that certain agreement dated April 6, 1992 between this Company and Recycled Products Corporation, and

FURTHER RESOLVED that the officers of this Company or any of them, be and each of them hereby is, authorized to execute on behalf of the Company such agreements, deeds, bills of sale, contracts or other documents and to take such other steps as may be necessary or desirable for consummation of the transaction herein approved.

Witness the hand of the undersigned and the seal of the Corporation this 21st day of May, 1992.



Burton Halpern
BURTON HALPERN

EXHIBIT "A"

20.002 AC. HUSSMAN OLD BRAZOS
P. H. Coe Survey A-31
Washington County, Texas

Being the same tract described as 20.000 acres in deed dated 1 September 1977 from Donald M. Wilder, et ux to Old Brazos Forge, Inc. recorded in Volume 357 at Page 488 of the Deed Records of Washington County, Texas.

BEGINNING at the northeast corner of this survey, an iron pin found at a fence corner on the west boundary of a Don Wilder tract for the southeast corner of a John Zientek tract and northeast corner of the original called 20.000 acre tract of which this is a survey;

THENCE with a fence and occupied east boundary of the Phillip Coe League, S 13° 40' 57" E 237.94 ft. to an iron pin set at a fence corner on the northwest margin of State Highway No. 36 for the southeast corner of said original tract;

THENCE with said highway line, S 39° 36' 52" W at 886.65 feet pass a concrete R.O.W. marker, at 997.65 ft. in all set an iron pin for a corner of the original Old Brazos Forge, Inc. tract and easternmost corner of a Helen Fisk tract called 16.870 acres;

THENCE departing from said highway, N 50° 05' 07" W 152.35 ft. pulling away slightly from an old fence to an iron pin found for an original common corner of this tract and the Fisk tract. Said iron pin being in a fence and 4.3 feet westerly from a fence corner post;

THENCE with the fenced north boundary of the Fisk tract, S 73° 59' 10" W 535.79 ft. along the south boundary of said Old Brazos Forge, Inc. tract to the southwest corner thereof, an iron pin set at a fence corner at the southeast corner of a small tract sold off by Don Wilder;

THENCE with a fence and east boundary of three small tracts, N 14° 43' 36" W 707.63 ft. to an iron pin set at a fence corner on the south boundary of a tract now or formerly owned by John Zientek;

THENCE with a fence running along the north boundary of the original Old Brazos Forge, Inc. tract common with the south boundary of said Zientek land, N 75° 09' 21" E 620.06 ft. to an iron pin set at a fence corner of the adjoining property; N 75° 34' 37" E 367.19 ft. to an iron pin set under the fence and N 75° 13' 53" E 443.20 ft. to the place of beginning, containing 20.002 acres of land.

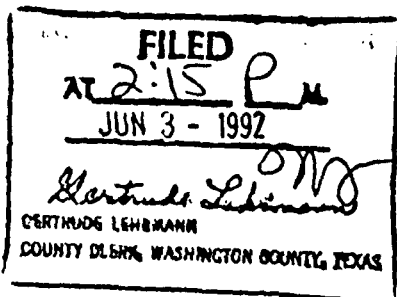
As surveyed by William W. Reue, Registered Public Surveyor No. 1070 of the State of Texas on March 24, 1988.

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on this date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on



JUN 1 0 1992
Gertrude Lehmann, County Clerk
Washington County, Texas



Reference IX

DEED OF TRUST

2369

JEJ
Date: *JUNE 3*
~~May 22~~, 1992

Grantor: RECYCLED PRODUCTS CORPORATION

Grantor's Mailing Address (including county):
212 Garden West
Conroe, Texas 77304

Trustee: HUSSMANN CORPORATION

Trustee's Mailing Address (including county):
12999 St. Charles Rock Road
Bridgeton, Missouri 63044

Beneficiary: CHESLEY INDUSTRIES, INC.

Beneficiary's Mailing Address (including county):
12999 St. Charles Rock Road
Bridgeton, Missouri 63044

JEJ
Note(s)
Date: *JUNE 3*
~~May 22~~, 1992

Amount: \$200,000.00

Maker: RECYCLED PRODUCTS CORPORATION

Payee: CHESLEY INDUSTRIES, INC.

Final Maturity Date: May 22, 1994

Terms of Payment (optional):

First payment of \$100,000.00 on May 22, 1993
Second and final payment on May 22, 1994 of \$100,000.00.
Interest payable at 10% quarterly.

Property (including any improvements):

See attached.

Prior Lien(s) (including recording information):

357-532

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

Grantor's Obligations

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
 - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
 - b. contains an 80% coinsurance clause;
 - c. provides fire and extended coverage, including windstorm coverage;
 - d. protects Beneficiary with a standard mortgage clause;
 - e. provides flood insurance at any time the property is in a flood hazard area; and
 - f. contains such other coverage as Beneficiary may reasonably require;
5. comply at all times with the requirements of the 80% coinsurance clause;
6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. keep any buildings occupied as required by the insurance policy; and
8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

Beneficiary's Rights

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.
5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
 - a. declare the unpaid principal balance and earned interest on the note immediately due;
 - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
 - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

Trustee's Duties

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
 - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
 - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance.

238 4832

General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
2. Recitals in any Trustee's deed conveying the property will be presumed to be true.
3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.
6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
9. When the context requires, singular nouns and pronouns include the plural.
10. The term *note* includes all sums secured by this deed of trust.
11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
12. If Grantor and Maker are not the same person, the term *Grantor* shall include Maker.
13. Grantor represents that this deed of trust and the note are given for the following purposes:

Purchase money for the property described.

Executed this 3rd day of June, 1992

Recycled Products Corporation

BY: James E. Turner
James E. Turner

672-239

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the
by

day of , 19

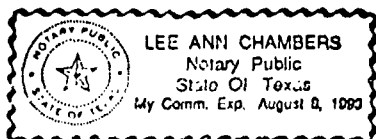
Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF WASHINGTON

This instrument was acknowledged before me on the 3rd day of June, 19 92
by James E. Turner
of Recycled Products Corporation
a Texas corporation, on behalf of said corporation.



Lee Ann Chambers
Notary Public, State of Texas
Notary's name (printed): Lee Ann Chambers
Notary's commission expires: 8/8/93

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

CORPORATE RESOLUTION

THE STATE OF TEXAS

COUNTY OF WASHINGTON

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

I, JAMES E. TURNER, President of Recycled Products Corporation ("Corporation"), a Texas corporation, certify by the Consent of the Board of Directors of the Corporation on June 1, 1992, the following resolutions were unanimously adopted and recorded in the minute books of the Corporation:

RESOLVED: That the Corporation enter into a Loan Agreement with, and borrow from, Chesley Industries, Inc. (the "Lender") for valid business purposes the sum of Two Hundred Thousand and no/100 Dollars (\$200,000.00) said loan to be evidenced by a Promissory Note bearing interest at a rate to be determined between the proper officers of the Corporation and the Lender, the said loan secured by (a) a Deed of Trust, Security Agreement, Assignment of Rental, and/or Financing Statement granted by the Corporation to Hussmann Corporation, Trustee, creating a first lien on certain real property located in Washington County, Texas, and all improvements on such real property and (b) such other collateral security as the officers of the Corporation may in their discretion deem prudent; and

RESOLVED FURTHER: That such security documents shall provide that they also secure all other and future items of indebtedness owing or to become owing to the owner and holder of the aforementioned indebtedness prior to the release of such security documents; and

RESOLVED FURTHER: That the Loan Agreement, Promissory Note, Assignment of Rental and Financing Statement and all other documents evidencing and securing the Loan, in substantially the form this day presented to the Directors and relating to the above referenced loan be, and each hereby is, approved for execution by the Corporation, and the President or any Vice-President of the Corporation be, and each hereby is, authorized and directed to execute in his and/or her aforesaid capacity and on behalf of the Corporation any and all documents evidencing and securing the Loan, with such changes and amendments thereto as such officers may, in their discretion, approve as being reasonably appropriate to effectuate the intents and purposes of these resolutions; and

RESOLVED FURTHER: That the President or any Vice-President of the Corporation be, and each hereby is, authorized and directed in his and/or her aforesaid capacity and on behalf of the Corporation to execute all other documents, certificates, agreements, consents, receipts, waivers and notices of every kind

whatsoever and to take any and all other action of any kind whatsoever as such officers may, in their discretion, approve as being reasonably appropriate to effectuate the intents and purposes of these resolutions, and any and all acts heretofore taken by the aforesaid officers on behalf of the Corporation to effectuate same, be and the same hereby are, ratified and confirmed as the acts and deeds of the Corporation.

I do hereby further certify that the foregoing resolutions have not been modified or rescinded and are still in full force and effect.

EXECUTED AND DELIVERED this 3rd day of June, 1992.

President:

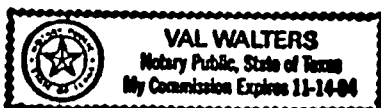
James E. Turner
James E. Turner

THE STATE OF TEXAS

§
§
§

COUNTY OF WASHINGTON

This instrument was acknowledged before me on June 3, 1992, by James E. Turner, President of Recycled Products Corporation, a Texas corporation, on behalf of said corporation.



Val Walters
NOTARY PUBLIC, STATE OF TEXAS

EXHIBIT "A"

20.002 AC. HUSSMAN OLD BRAZOS

P. H. Coe Survey A-31
Washington County, Texas

Being the same tract described as 20.000 acres in deed dated 1 September 1977 from Donald M. Wilder, et ux to Old Brazos Forge, Inc. recorded in Volume 357 at Page 488 of the Deed Records of Washington County, Texas.

BEGINNING at the northeast corner of this survey, an iron pin found at a fence corner on the west boundary of a Don Wilder tract for the southeast corner of a John Zientek tract and northeast corner of the original called 20.000 acre tract of which this is a survey;

THENCE with a fence and occupied east boundary of the Phillip Coe League, S 13° 40' 37" E 237.94 ft. to an iron pin set at a fence corner on the northwest margin of State Highway No. 36 for the southeast corner of said original tract;

THENCE with said highway line, S 39° 36' 32" W at 886.63 feet pass a concrete R. O. W. marker, at 997.63 ft. in all set an iron pin for a corner of the original Old Brazos Forge, Inc. tract and easternmost corner of a Helen Flisk tract called 16.870 acres;

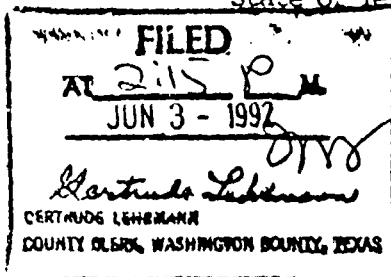
THENCE departing from said highway, N 50° 05' 07" W 152.35 ft. pulling away slightly from an old fence to an iron pin found for an original common corner of this tract and the Flisk tract. Said iron pin being in a fence and 4.3 feet westerly from a fence corner post;

THENCE with the fenced north boundary of the Flisk tract, S 73° 59' 10" W 535.79 ft. along the south boundary of said Old Brazos Forge, Inc. tract to the southwest corner thereof, an iron pin set at a fence corner at the southeast corner of a small tract sold off by Don Wilder;

THENCE with a fence and east boundary of three small tracts, N 14° 43' 36" W 707.63 ft. to an iron pin set at a fence corner on the south boundary of a tract now or formerly owned by John Zientek;

THENCE with a fence running along the north boundary of the original Old Brazos Forge, Inc. tract common with the south boundary of said Zientek land, N 75° 09' 21" E 620.06 ft. to an iron pin set at a fence corner of the adjoining property; N 75° 34' 37" E 367.19 ft. to an iron pin set under the fence and N 75° 13' 53" E 443.20 ft. to the place of beginning, containing 20.002 acres of land.

As surveyed by William W. Reue, Registered Public Surveyor No. 1070 of the State of Texas on March 24, 1988.



STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on this date and at the time affixed herein by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped herein by me on



JUN 10 1992
Certudis Lehmann
Certudis Lehmann, County Clerk
Washington County, Texas

Reference X

GENERAL WARRANTY DEED WITH ASSUMPTION

1184

STATE OF TEXAS

COUNTY OF WASHINGTON

KNOW ALL MEN BY THESE PRESENTS:

THAT, RECYCLED PRODUCTS CORPORATION, a Texas corporation, hereinafter referred to as Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable considerations to it in hand paid by RECONVERSION TECHNOLOGIES OF TEXAS, INC., hereinafter referred to as Grantee, the receipt of which is hereby acknowledged, and for the further consideration that Grantee hereby assumes and promises to pay according to the terms thereof, all principal and interest now remaining unpaid on the following described promissory note, and being payable as follows:

That one certain Promissory Note from Recycled Products Corporation to Chesley Industries, Inc., dated the 18th day of May, 1992 in the original principal sum of \$200,000.00, and being payable as therein provided, said note being secured by that certain Deed of Trust of even date therewith recorded in Volume 672 at Page 237 et seq. of the Real Property Records of Washington County, Texas.

It is understood and agreed that the Grantee herein is not assuming any and all obligations to perform under the terms of that certain Facility Closure Plan pursuant to the rules of the Texas Department of Water Resources as more fully described in that certain Industrial Solid Waste Disposal Site Deed Recordation as recorded in Volume 483 Page 593 et seq. of the Real Property Records of Washington County, Texas.

HAVE GRANTED, SOLD AND CONVEYED, and by theses presents do GRANT, SELL AND CONVEY unto the said Grantee, RECONVERSION TECHNOLOGIES OF TEXAS, INC., all that certain tract or parcel of real property situated in Washington County, Texas, and being more particularly described as follows:

Being the same tract described as 20.000 acres in deed dated 1 September 1977 from Donald M. Wilder, et ux to Old Brazos Forge, Inc. recorded in Volume 357 at page 488 of the Deed Records of Washington County, Texas and being more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes; p save and except therefrom that certain 1.964 acre tract being used as a Waste Disposal Site and being more particularly described in Exhibit "B" attached hereto and made apart hereof for all purposes.

This conveyance is made and accepted SUBJECT to any and all valid covenants, restrictions, easements and outstanding mineral

and/or royalty interests in the oil, gas and other minerals, and leases thereon, now outstanding or affecting the premises herein conveyed, now of record in the County Clerk's Office of Washington County, Texas, but only to the extent they are still in force and effect.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever. And Grantors do hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 1st day of August, 1992.

RECYCLED PRODUCTS CORPORATION

James E. Turner
James E. Turner, President

STATE OF TEXAS {

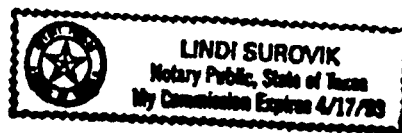
COUNTY OF WASHINGTON {

I, the undersigned Notary Public, do hereby certify that on this 1st day of August, 1992, personally appeared before me James E. Turner, who declared he is the President of Recycled Products Corporation, and is executing the foregoing document in said capacity.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1st day of August, 1992.

Lindi Suovik
Notary Public, State of Texas

My Commission Expires: 4/17/93



Being the same tract described as 20.000 acres in deed dated September 1, 1977, from Donald M. Wilder, et ux to Old Brazos Forge, Inc. recorded in Volume 357 at Page 488 of the Deed Records of Washington County, Texas

BEGINNING at the northeast corner of this survey, an iron pin found at a fence corner on the west boundary of a Don Wilder tract for the southeast corner of a John Zientek tract and northeast corner of the original called 20.000 acre tract of which this is a survey;

THENCE with a fence and occupied east boundary of the Phillip Coe League, S 15 degrees 40' 57" E 237.94 ft. to an iron pin set at a fence corner on the northwest margin of State Highway No. 36 for the southeast corner of said original tract;

THENCE with said highway line, S 39 degrees 36' 52" W at 886.65 feet pass a concrete R. O. W. marker, at 997.65 ft. in all set an iron pin for a corner of the original Old Brazos Forge, Inc. tract and easternmost corner of a Helen Fisk tract called 16.870 acres;

THENCE departing from said highway, N 50 degrees 05' 07" W 152.35 ft. pulling away slightly from an old fence to an iron pin found for an original common corner of this tract and the Fisk tract. Said iron pin being in a fence and 4.3 feet westerly from a fence corner post;

THENCE with the fenced north boundary of the Fisk tract, S 73 degrees 59' 10" W 535.79 ft. along the south boundary of said Old Brazos Forge, Inc. tract to the southwest corner thereof, an iron pin set at a fence corner at the southeast corner of a small tract sold off by Don Wilder;

THENCE with a fence and east boundary of three small tracts, N 14 degrees 43' 36" W 707.63 ft. to an iron pin set at a fence corner on the south boundary of a tract now or formerly owned by John Zientek;

THENCE with a fence running along the north boundary of the original Old Brazos Forge, Inc. tract common with the south boundary of said Zientek land, N 75 degrees 09' 21" E 620.06 ft. to an iron pin set at a fence corner of the adjoining property; N 75 degrees 34' 37" E 367.19 ft. to an iron pin set under the fence and N 75 degrees 13' 53" E 443.20 ft. to the place of beginning, containing 20.002 acres of land and being further described in that certain Warranty Deed dated May 18, 1992 from Chesley Industries, Inc. to Recycled Products Corporation, recorded in Volume 672, Page 234, et seq. of the Deed Records of Washington County, Texas.

EXHIBIT "A"

A CERTAIN 1.964 acre tract of land situated in the P.H. Coe Survey, A-31, Washington County, Texas. Said 1.964 acre tract of land being a portion of a called 20.000 acre tract of land conveyed from Donald M. Wilder, et ux to Old Brazos Forge, Inc. by deed dated September 1, 1977 and recorded in Volume 357, Page 488 of the Deed Records of Washington County, Texas. Said 1.964 acre tract of land being more particularly described as follows:

COMMENCING at a 3/8-inch iron rod found at the intersection of the northwest right-of-way line of State Highway 36 Loop with the east fence line of the P.H. Coe Survey, A-31, for the most easterly corner of said called 20.00 acre tract of land;

THENCE: S 39 degrees 21' 00" W along said northwest right-of-way line and a southeast line of said called 20.000 acre tract, 359.65 feet to a point;

THENCE: N 50 degrees 39' 00" W across said called 20.00 acre tract, 312.21 feet to a 2-inch diameter steel fence corner post for the northeast corner and POINT OF BEGINNING of this tract;

THENCE: In a southwesterly direction along a chain link fence line the following calls: (1) S 23 degrees 15' 54" W, 156.40 feet to a 2-inch diameter steel post at angle point; (2) S 18 degree 14' 49" W, 20.64 feet to a 2-inch diameter steel post at angle point; (3) S 29 degrees 01' 07" W, 121.48 feet to a 2-inch diameter steel post at angle point; (4) S 42 degrees 09' 51" W, 27.65 feet to a 2-inch diameter steel fence corner post for the southeast corner of this tract;

THENCE: N 62 degrees 09' 05" W along a chain link fence line, 270.72 feet to a 2-inch diameter steel fence corner post for the southwest corner of this tract;

THENCE: In a northeasterly direction along a chain link fence line the following calls: (1) N 10 degrees 43' 53" E, 101.57 feet to a 2-inch diameter steel post for angle point; (2) N 50 degrees 25' 55" E, 235.78 feet to a 2-inch diameter steel fence corner post for the northwest corner of this tract;

THENCE: S 64 degrees 53' 21" E along a chain link fence line, 203.68 feet to the POINT OF BEGINNING containing 1.964 acres of land. This tract of land has no access to a public road and being further described in that certain Industrial Solid Waste Disposal Site Deed Recordation dated August 9, 1984, executed by Chesley Industries, Inc. and recorded in Volume 483, Page 593, et seq. of the Deed Records of Washington County, Texas.

EXHIBIT "B"

FILED	
AT <u>10:50</u>	<u>A</u> M.
FEB 13 1995	
<i>Beth A. Rothermel</i>	
BETH ROTHERMEL COUNTY CLERK, WASHINGTON COUNTY, TX	

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL PUBLIC RECORDS of Washington County, Texas, as stamped hereon by me on

FEB 14 1995



Beth A. Rothermel
Beth Rothermel, County Clerk
Washington County, Texas

Reference XI

SECURITY AGREEMENT

3400

THIS SECURITY AGREEMENT, is made and entered into this 3rd day of January, 1994, by and between RECONVERSION TECHNOLOGIES OF TEXAS, INC., a Texas corporation, (hereinafter referred to as "Debtor") and RECONVERSION TECHNOLOGIES, INC., a Delaware corporation (hereinafter referred to as the "Secured Party").

WITNESSETH:

WHEREAS, the Secured Party has loaned to the Debtor the amount of \$7,500,000.00, plus interest, as described in the Promissory Note of even date herewith, which amount Debtor has agreed to pay to Secured Party on demand on July 1, 1994.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the parties agree as follows:

1. Security Interest. To secure the payment by Debtor of any and all indebtedness and liabilities of the Debtor to Secured Party, due or to become due, and whether now existing or hereafter arising, evidenced by the Note, Debtor hereby assigns and grants to Secured Party a continuing security interest in all of Debtor's interest in the following property (hereinafter referred to collectively as "Collateral"), namely:

All right, title and interest in and to all real and personal property currently held or acquired in the future by Debtor, including

(A) That certain real property situated in Washington County, Texas, being more particularly described as follows:

Being the same tract described as 20.000 acres in deed dated September 1, 1977, from Donald M. Wilder et ux to Old Brazos Forge, Inc. recorded in Vol. 357 at Pg. 488 of the Deed Records of Washington County, Texas, and being more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes; save and except therefrom that certain 1.964 acre tract being used as a Waste Disposal Site and being more particularly described in Exhibit "B" attached hereto and made a part hereof for all purposes.

(B) All fixtures and appurtenant structures located on the real property just described;

(C) All manufacturing equipment, tools, inventory, vehicles, and other tangible assets whatsoever and wherever located;

- (D) All office equipment, supplies, and inventory;
- (E) All intellectual property and trade secrets;
- (F) All securities and financial instruments of every kind, including, but not exclusively, debt instruments and equity securities, and all rights accruing by virtue of the ownership thereof;
- (G) All claims of whatever nature, and the rights to sue for recovery thereunder in a competent court of law;
- (H) All accounts receivable of every kind, notes receivable, royalties due, and claims to refund for deposits of any kind.

2. Representations and Warranties. Debtor represents and warrants as follows:

2.1. Ownership. Debtor is the true owner of the Collateral and has not executed any prior security agreement.

2.2. No Liens. No liens, claims or encumbrances are now or to the knowledge of Debtor, shall be filed or threatened against the Collateral.

2.3. Notices. Debtor shall give Secured Party written notice of any liens or other encumbrances on any of the Collateral or other assets of Debtor which may arise subsequent to the execution of this Agreement.

2.4. Pledge of Collateral. Debtor will not pledge or otherwise encumber any of the Collateral as security for any other indebtedness.

3. Events of Default. The happening of any one or more of the following events shall constitute default on this Agreement, the Note and any other instrument given as security for the loan.

3.1. Note Event of Default. The occurrence of an event of default under the Note.

3.2. Breach of Agreement. If there is any default in the performance of any covenant, representation, or warranty in this Agreement.

4. Secured Party's Remedies. Upon any event of default hereunder after notice and expiration of the applicable grace period, if any, Secured Party shall have as its only right, at its option and election to foreclose on the Collateral, without further recourse.

5. Waiver of Default. The waiver by Secured Party of any breach or breaches hereof shall not be deemed, nor shall such waiver constitute a waiver of any subsequent breach or breaches.

6. Further Assurances. To the end that this Agreement shall be faithfully performed, and the intent and purpose of this Agreement fulfilled, Debtor agrees to execute all such other, further and different agreements, affidavits, powers of attorney, transfers, pledges, assignments, conveyances, notes, assurances, confirmations, and other documents or instruments as may be reasonably requested by Secured Party from time to time in and about carrying out the provisions of this Agreement, or for the purpose of protecting, maintaining and enforcing Secured Party's security for the loan.

7. Notices. All notices, requests, demands and other communications hereunder shall be in writing and will be deemed to have been duly given when delivered or mailed, first class postage prepaid:

- (1) If to Debtor, to:

RECONVERSION TECHNOLOGIES OF TEXAS, INC.
1709 Highway 36 North
Brenham, Texas 77833

- (2) If to Secured Party, to:

RECONVERSION TECHNOLOGIES, INC.
610 ONEOK Plaza
100 West Fifth Street
Tulsa, Oklahoma 74103

These addresses may be changed from time to time by written notice to the other parties.

8. Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon Debtor and Secured Party and their respective successors and assigns.

9. Applicable Law. This Agreement and the Note shall be governed by the laws of the State of Delaware.

10. Entire Agreement. This Agreement constitutes the entire agreement between the parties and no modifications of this Agreement shall be binding unless in writing and signed by all the parties hereto.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

DEBTOR

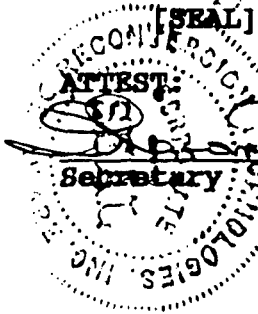
RECONVERSION TECHNOLOGIES OF TEXAS,
INC., a Texas corporation



By: [Signature]
John T. Jarrett, Treasurer

SECURED PARTY

RECONVERSION TECHNOLOGIES, INC.,
a Delaware corporation



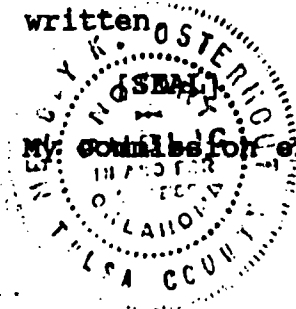
By: [Signature]
G. David Gordon, President

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
 COUNTY OF TULSA) ss.

Before me, the undersigned Notary Public, in and for said County and State, on this 3rd day of January, 1994, personally appeared G. David Gordon, to me known to be the identical person who executed the within and foregoing instrument as its president, and acknowledged to me that he did execute the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.



Melody K. Osterhout
 Notary Public

10-23-97

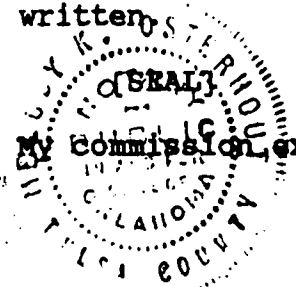
My commission expires: 10-23-97.

ACKNOWLEDGEMENT

STATE OF OKLAHOMA)
)
 COUNTY OF TULSA) ss.

Before me, the undersigned Notary Public, in and for said County and State, on this 3rd day of January, 1994, personally appeared John T. Jarrett, to me known to be the identical person who executed the within and foregoing instrument as its treasurer, and acknowledged to me that he did execute the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year above written.



Melody K. Osterhout
 Notary Public

My commission expires: 10-23-97.

Being the same tract described as 20.000 acres in deed dated September 1, 1977, from Donald M. Wilder, et ux to Old Brazos Forge, Inc. recorded in Volume 357 at Page 488 of the Deed Records of Washington County, Texas

BEGINNING at the northeast corner of this survey, an iron pin found at a fence corner on the west boundary of a Don Wilder tract for the southeast corner of a John Zientek tract and northeast corner of the original called 20.000 acre tract of which this is a survey;

THENCE with a fence and occupied east boundary of the Phillip Coe League, S 15 degrees 40' 57" E 237.94 ft. to an iron pin set at a fence corner on the northwest margin of State Highway No. 36 for the southeast corner of said original tract;

THENCE with said highway line, S 39 degrees 36' 52" W at 886.65 feet pass a concrete R. O. W. marker, at 997.65 ft. in all set an iron pin for a corner of the original Old Brazos Forge, Inc. tract and easternmost corner of a Helen Fisk tract called 16.870 acres;

THENCE departing from said highway, N 50 degrees 05' 07" W 152.35 ft. pulling away slightly from an old fence to an iron pin found for an original common corner of this tract and the Fisk tract. Said iron pin being in a fence and 4.3 feet westerly from a fence corner post;

THENCE with the fenced north boundary of the Fisk tract, S 73 degrees 59' 10" W 535.79 ft. along the south boundary of said Old Brazos Forge, Inc. tract to the southwest corner thereof, an iron pin set at a fence corner at the southeast corner of a small tract sold off by Don Wilder;

THENCE with a fence and east boundary of three small tracts, N 14 degrees 43' 36" W 707.63 ft. to an iron pin set at a fence corner on the south boundary of a tract now or formerly owned by John Zientek;

THENCE with a fence running along the north boundary of the original Old Brazos Forge, Inc. tract common with the south boundary of said Zientek land, N 75 degrees 09' 21" E 620.06 ft. to an iron pin set at a fence corner of the adjoining property; N 75 degrees 34' 37" E 367.19 ft. to an iron pin set under the fence and N 75 degrees 13' 53" E 443.20 ft. to the place of beginning, containing 20.002 acres of land and being further described in that certain Warranty Deed dated May 18, 1992 from Chesley Industries, Inc. to Recycled Products Corporation, recorded in Volume 672, Page 234, et seq. of the Deed Records of Washington County, Texas.

EXHIBIT "A"

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COMMENCING at a 3/8-inch iron rod found at the intersection of the northwest right-of-way line of State Highway 36 Loop with the east fence line of the P.H. Coe Survey, A-31, for the most easterly corner of said called 20.00 acre tract of land;

THENCE: S 39 degrees 21' 00" W along said northwest right-of-way line and a southeast line of said called 20.000 acre tract, 359.65 feet to a point;

THENCE: N 50 degrees 39' 00" W across said called 20.00 acre tract, 312.21 feet to a 2-inch diameter steel fence corner post for the northeast corner and POINT OF BEGINNING of this tract;

THENCE: In a southwesterly direction along a chain link fence line the following calls: (1) S 23 degrees 15' 54" W, 156.40 feet to a 2-inch diameter steel post at angle point; (2) S 18 degree 14' 49" W, 20.64 feet to a 2-inch diameter steel post at angle point; (3) S 29 degrees 01' 07" W, 121.48 feet to a 2-inch diameter steel post at angle point; (4) S 42 degrees 09' 51" W, 27.65 feet to a 2-inch diameter steel fence corner post for the southeast corner of this tract;

THENCE: N 62 degrees 09' 05" W along a chain link fence line, 270.72 feet to a 2-inch diameter steel fence corner post for the southwest corner of this tract;

THENCE: In a northeasterly direction along a chain link fence line the following calls: (1) N 10 degrees 43' 53" E, 101.57 feet to a 2-inch diameter steel post for angle point; (2) N 50 degrees 25' 55" E, 235.78 feet to a 2-inch diameter steel fence corner post for the northwest corner of this tract;

THENCE: S 64 degrees 53' 21" E along a chain link fence line, 203.68 feet to the POINT OF BEGINNING containing 1.964 acres of land. This tract of land has no access to a public road and being further described in that certain Industrial Solid Waste Disposal Site Deed Recordation dated August 9, 1984, executed by Chesley Industries, Inc. and recorded in Volume 483, Page 593, et seq. of the Deed Records of Washington County, Texas.

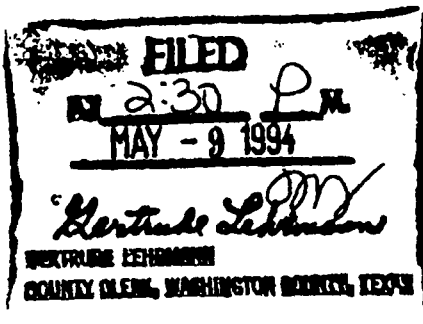


EXHIBIT "B"

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on 09/01/94 date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on



MAY 18 1994
Gertrude Lehmann
County Clerk
Washington County, Texas

Reference XII

T. Code 26515

Do not write in the space above

0551

LIMITED SALES, EXCISE, AND USE TAX
TEXAS STATE TAX LIEN

County Clerk Of
WASHINGTON County
PO BOX K
BRENHAM TX 77833

For Comptroller's use only		
3. Taxpayer number 1-76-0494732-9	4. Period 973	
5. Audit rec. 000	6. County 239	7. Uniq. no. 01
8. Recording date	9. Volume	10. Page

COUNTY CLERK: Please record this Texas State Tax Lien in the "State Tax Liens Book" of your county as provided by law. Enter your county filing data in the space designated below.

Return this lien when recorded to: COMPTROLLER OF PUBLIC ACCOUNTS
111 E. 17th Street
Austin, Texas 78774-0100.

This notice is given that a lien exists in favor of the State of Texas for delinquent taxes/fees. All taxes/fees, fines, penalties and interest due to the State of Texas were assessed by statute and were secured as of the assessment date by a statutory lien on all real and personal property owned, claimed or acquired by the taxpayer named below.

Taxpayer identification:	
THERMASAVE BUILDING SYSTEMS LLC 1709 HIGHWAY 36 N BRENHAM	TX 77833-9136

PERIOD OF LIABILITY	TYPE OF TAX/FEE	AMOUNT OF LIEN
07/01/1997 through 09/30/1997	STATE	3,056.44
	CITY	
	TRANSIT	
	COUNTY	240.53
	S P D	
TOTAL AMOUNT OF LIEN		\$ 3,296.97

This lien is cumulative and in addition to all other liens provided by law and is sufficient to cover all taxes/fees, fines, penalties and interest of the same nature which may accrue after filing this notice.

This notice is made as required by TEX. TAX CODE ANN. ch. 113 and all other relevant provisions of law.

Given under my hand and seal of office at the City of Austin, Texas, this 30th day of January, 1998



John Sharp
JOHN SHARP
COMPTROLLER OF PUBLIC ACCOUNTS

County Clerk certification and recording information

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

FEB 03 1998



Beth A. Rothermel
Beth Rothermel, County Clerk
Washington County, Texas

FILED FOR RECORD
WASHINGTON COUNTY, TX
1998 FEB 2 AM 11 15
WASHINGTON CO. CLERK

For tax assistance call 1-800-252-5555 toll free nationwide. The Austin number is 512-463-4600.
(From a Telecommunication Device for the Deaf (TDD) ONLY call 1-800-248-4099 toll free. The Austin number is 512-463-4621.)

Reference XIII

TEXAS STATE TAX LIEN RELEASE -

LIMITED SALES, EXCISE, AND USE TAX

2521

Taxpayer name and mailing address

THERMASAVE BUILDING SYSTEMS LLC
4212 SAN FELIPE ST # 481
HOUSTON TX 77027-2902

For Comptroller's use only		
Taxpayer Number	Period	
1-75-0494732-9	973	
Audit No.	County	Uniq. No.
000	239	01

ATTENTION TAXPAYER: If you get this notice from a Comptroller's Field Office, you must take the notice to the County Clerk's office where the lien was recorded so that the lien against your property may officially be removed.

On the 30th day of January, 1998, the Texas State Comptroller filed a notice of lien for LIMITED SALES, EXCISE, AND USE TAX

Amount of the lien filed is shown below for all taxes/fees, fines, penalties and interest due to the State of Texas against all property, both real and personal, owned, claimed or acquired by the Taxpayer.

Taxpayer identification:	
THERMASAVE BUILDING SYSTEMS LLC 4212 SAN FELIPE ST # 481 HOUSTON TX 77027-2902	

TYPE OF TAX/FEE	AMOUNT OF LIEN
STATE	3,056.44
CITY	0.00
TRANSIT	0.00
COUNTY	240.53
S P D	0.00
TOTAL AMOUNT OF LIEN	\$ 3,296.97

The notice of tax lien was filed for record in WASHINGTON County, Texas, on the 2nd day of February, 1998, and recorded in Volume 0882, Page 233.

The lien provisions of the law have been satisfied. I, JOHN SHARP, acting on behalf of the State of Texas, in accordance with the law, release and relinquish any and all claims or liens shown above.

Executed this 17th day of April, 1998.

(Legal cite: TEX. TAX CODE ANN. ch. 113)



John Sharp
JOHN SHARP
Comptroller of Public Accounts

ATTENTION COUNTY CLERK: Please record this release, then mail the notice to the TAXPAYER.

<p>FILED FOR RECORD WASHINGTON COUNTY '98 APR 20 PM 1 <i>Beth A. Rothermel</i> WASHINGTON CO. CLERK</p>	<p>STATE OF TEXAS COUNTY OF WASHINGTON</p> <p>I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on</p> <p>APR 21 1998</p> <p><i>Beth A. Rothermel</i> Beth Rothermel, County Clerk Washington County, Texas</p>
---	--

For assistance call 1-800-252-5555 toll free nationwide, or call 512/463-4600.
(From a Telecommunications Device for the Deaf (TDD) ONLY call 1-800-248-4099 toll free, or call 512/463-4621.)

Reference XIV

Reference XII

Reference XII

T. Code 26515

Do not write in the space above

0551

LIMITED SALES, EXCISE, AND USE TAX
TEXAS STATE TAX LIEN

County Clerk Of
WASHINGTON County
PO BOX K
BRENHAM TX 77833

For Comptroller's use only		
3. Taxpayer number 1-76-0494732-9	4. Period 973	
5. Audit rec. 000	6. County 239	7. Uniq. no. 01
8. Recording date	9. Volume	10. Page

COUNTY CLERK: Please record this Texas State Tax Lien in the "State Tax Liens Book" of your county as provided by law. Enter your county filing data in the space designated below.

Return this lien when recorded to: COMPTROLLER OF PUBLIC ACCOUNTS
111 E. 17th Street
Austin, Texas 78774-0100.

This notice is given that a lien exists in favor of the State of Texas for delinquent taxes/fees. All taxes/fees, fines, penalties and interest due to the State of Texas were assessed by statute and were secured as of the assessment date by a statutory lien on all real and personal property owned, claimed or acquired by the taxpayer named below.

Taxpayer identification:

THERMASAVE BUILDING SYSTEMS LLC
1709 HIGHWAY 36 N
BRENHAM TX 77833-9136

PERIOD OF LIABILITY	TYPE OF TAX/FEE	AMOUNT OF LIEN
07/01/1997 through 09/30/1997	STATE	3,056.44
	CITY	
	TRANSIT	
	COUNTY	240.53
	S P D	
TOTAL AMOUNT OF LIEN		\$ 3,296.97

This lien is cumulative and in addition to all other liens provided by law and is sufficient to cover all taxes/fees, fines, penalties and interest of the same nature which may accrue after filing this notice.

This notice is made as required by TEX. TAX CODE ANN. ch. 113 and all other relevant provisions of law.

Given under my hand and seal of office at the City of Austin, Texas, this 30th day of January, 1998



John Sharp
JOHN SHARP
COMPTROLLER OF PUBLIC ACCOUNTS

County Clerk certification and recording information

STATE OF TEXAS
COUNTY OF WASHINGTON

I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on

FEB 03 1998



Beth A. Rothermel
Beth Rothermel, County Clerk
Washington County, Texas

FILED FOR RECORD
WASHINGTON COUNTY, TEXAS
1998 FEB 2 PM 11 15
WASHINGTON CO. CLERK

For tax assistance call 1-800-252-5555 toll free nationwide. The Austin number is 512-463-4600.
(From a Telecommunication Device for the Deaf (TDD) ONLY call 1-800-248-4099 toll free. The Austin number is 512-463-4621.)

Reference XIII

TEXAS STATE TAX LIEN RELEASE -

LIMITED SALES, EXCISE, AND USE TAX

2521

Taxpayer name and mailing address

THERMASAVE BUILDING SYSTEMS LLC
4212 SAN FELIPE ST # 481
HOUSTON TX 77027-2902

For Comptroller's use only		
Taxpayer number	Period	
1-76-0494732-9	973	
Auditor	County	Unique
000	239	01

ATTENTION TAXPAYER: If you get this notice from a Comptroller's Field Office, you must take the notice to the County Clerk's office where the lien was recorded so that the lien against your property may officially be removed.

On the 30th day of January, 1998, the Texas State Comptroller filed a notice of lien for LIMITED SALES, EXCISE, AND USE TAX

Amount of the lien filed is shown below for all taxes/fees, fines, penalties and interest due to the State of Texas against all property, both real and personal, owned, claimed or acquired by the Taxpayer.

Taxpayer identification:

THERMASAVE BUILDING SYSTEMS LLC
4212 SAN FELIPE ST # 481
HOUSTON TX 77027-2902

TYPE OF TAX/FEE	AMOUNT OF LIEN
STATE	3,056.44
CITY	0.00
TRANSIT	0.00
COUNTY	240.53
S P D	0.00
TOTAL AMOUNT OF LIEN \$	3,296.97

The notice of tax lien was filed for record in WASHINGTON County, Texas, on the 2nd day of February, 1998, and recorded in Volume 0882, Page 233.

The lien provisions of the law have been satisfied. I, JOHN SHARP, acting on behalf of the State of Texas, in accordance with the law, release and relinquish any and all claims or liens shown above.

Executed this 17th day of April, 1998.

(Legal cite: TEX. TAX CODE ANN. ch. 113)



John Sharp
JOHN SHARP
Comptroller of Public Accounts

ATTENTION COUNTY CLERK: Please record this release, then mail the notice to the TAXPAYER.

FILED FOR RECORD WASHINGTON COUNTY 98 APR 20 PM 1 2 <i>Beth A. Rothermel</i> WASHINGTON CO. CLERK	STATE OF TEXAS COUNTY OF WASHINGTON
	I hereby certify that this instrument was FILED on the date and at the time affixed hereon by me and was duly RECORDED in the volume and page of the OFFICIAL RECORDS of Washington County, Texas, as stamped hereon by me on APR 21 1998 <i>Beth A. Rothermel</i> Beth Rothermel, County Clerk Washington County, Texas

For assistance call 1-800-252-5555 toll free nationwide, or call 512/463-4600.
(From a Telecommunications Device for the Deaf (TDD) ONLY call 1-800-248-4099 toll free, or call 512/463-4621.)

Reference XIV

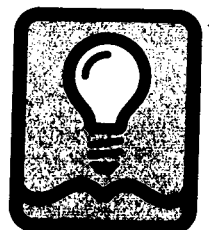
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